



## Derek Meile

C O O

📞 (618) 978-4335

✉️ [derek.meile@waylanders.com](mailto:derek.meile@waylanders.com)

🌐 [www.waylanders.com](http://www.waylanders.com)

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**From:** Bo Lanter <[bo.lanter@waylanders.com](mailto:bo.lanter@waylanders.com)>

**Sent:** Wednesday, May 3, 2023 12:34 PM

**To:** Jeff Weiss <[jeff.weiss@zariztransport.com](mailto:jeff.weiss@zariztransport.com)>; Zariz Accounting Team <[accounting@zariztransport.com](mailto:accounting@zariztransport.com)>

**Cc:** Kyle Woodward <[kyle.woodward@waylanders.com](mailto:kyle.woodward@waylanders.com)>; Derek Meile <[derek.meile@waylanders.com](mailto:derek.meile@waylanders.com)>; Kristin Trainer <[kristin.trainer@waylanders.com](mailto:kristin.trainer@waylanders.com)>; Yaakov Guzelgul <[yaakov@zariztransport.com](mailto:yaakov@zariztransport.com)>

**Subject:** RE: Zariz Load 3642578

Zariz Team,

This is a reminder to send fed wire confirmation tomorrow.

Thanks



## BO LANTER

OWNER & CEO

📞 (618) 540-8349

✉️ [bo.lanter@waylanders.com](mailto:bo.lanter@waylanders.com)

🌐 [www.waylanders.com](http://www.waylanders.com)

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**From:** Jeff Weiss <[jeff.weiss@zariztransport.com](mailto:jeff.weiss@zariztransport.com)>

**Sent:** Monday, May 1, 2023 6:08 PM

**To:** Zariz Accounting Team <[accounting@zariztransport.com](mailto:accounting@zariztransport.com)>

**Cc:** Kyle Woodward <[kyle.woodward@waylanders.com](mailto:kyle.woodward@waylanders.com)>; Bo Lanter <[bo.lanter@waylanders.com](mailto:bo.lanter@waylanders.com)>; Derek Meile <[derek.meile@waylanders.com](mailto:derek.meile@waylanders.com)>; Kristin Trainer <[kristin.trainer@waylanders.com](mailto:kristin.trainer@waylanders.com)>; Yaakov Guzelgul <[yaakov@zariztransport.com](mailto:yaakov@zariztransport.com)>

**Subject:** Re: Zariz Load 3642578

Bo,

Per our previous conversation, we will send another payment on Thursday.

Thank you!

Best Regards,

Jeffrey Weiss

mhtml:file:///C:/Users/moconnor/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/9T24EWR2/email.mht

6/19/2023

APXEXB00291 00329

Zariz Transport  
Lead Account Manager  
Cell: 224-343-5585

On May 1, 2023, at 9:20 AM, Zariz Accounting Team <[accounting@zariztransport.com](mailto:accounting@zariztransport.com)> wrote:

Good morning, wire already went out you should have received it about 15 minutes ago.. Please confirm once received, thank you.

**Gigi Jaramillo**  
Accounts Payable | Zariz Transport



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**From:** Kyle Woodward <[kyle.woodward@waylanders.com](mailto:kyle.woodward@waylanders.com)>  
**Sent:** Monday, May 1, 2023 8:56 AM  
**To:** Jeff Weiss <[jeff.weiss@zariztransport.com](mailto:jeff.weiss@zariztransport.com)>  
**Cc:** Bo Lanter <[bo.lanter@waylanders.com](mailto:bo.lanter@waylanders.com)>; Derek Meile <[derek.meile@waylanders.com](mailto:derek.meile@waylanders.com)>; Kristin Trainer <[kristin.trainer@waylanders.com](mailto:kristin.trainer@waylanders.com)>; Zariz Accounting Team <[accounting@zariztransport.com](mailto:accounting@zariztransport.com)>  
**Subject:** Zariz Load 3642578  
**Importance:** High

Hello to all in copy,

We are still looking for payment on above Zariz load. Can someone please advise us when this will be paid.

Thanks very much.



**Kyle Woodward**  
Dispatch Manager

Phone 804-543-8717

[kyle.woodward@waylanders.com](mailto:kyle.woodward@waylanders.com)

[www.waylanders.com](http://www.waylanders.com)

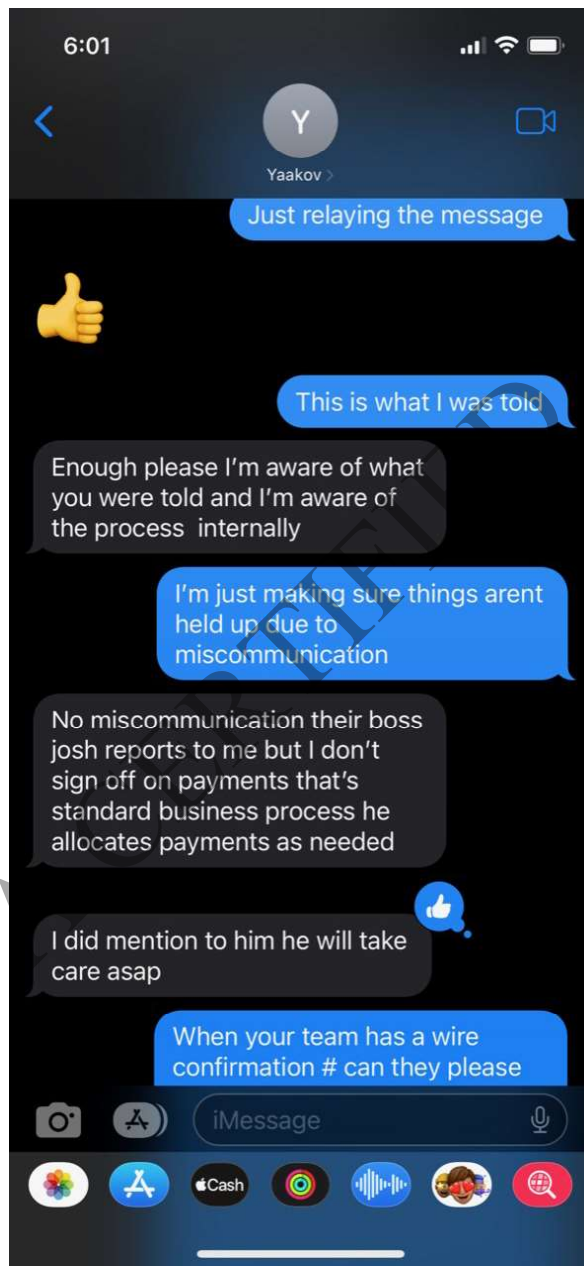
mhtml:file:///C:/Users/moconnor/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/9T24EWR2/email.mht

6/19/2023

APXEXB00292 00330

# EXHIBIT D

NOT A CERTIFIED COPY





# EXHIBIT E

NOT A CERTIFIED COPY

Yaakov >

When your team has a wire confirmation # can they please send it? We'd really appreciate it.

I'll let my team know not to ask anymore and that confirmation will be coming. Of course, if they don't receive by eod, they will do their job and ask again.

Mon, May 8 at 7:29 AM

Yaakov,  
Friendly reminder here...  
We agreed Zariz would pay Waylanders \$22,500 last Thursday May 4th. That did not happen.  
You assured me we'd be paid last Friday May 5th. That did not happen.  
We sent another request for payment this morning. Can you please confirm that we will be paid today?

Mon, May 8 at 9:16 AM

You should have it today



iMessage

APXEXB00296

00334

## FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

### I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

Givens Transit LLC  
Plaintiff

Case # \_\_\_\_\_  
Judge \_\_\_\_\_

vs.

Zariz Transport Inc  
Defendant

### II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☒ \$8,000 or less  
☐ \$8,001 - \$30,000  
☐ \$30,001- \$50,000  
☐ \$50,001- \$75,000  
☐ \$75,001 - \$100,000  
☐ over \$100,000.00

### III. TYPE OF CASE

(If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure
  - ☐ Homestead residential foreclosure
  - ☐ Non-homestead residential foreclosure
  - ☐ Other real property actions
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☐ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance
  - ☐ Constitutional challenge—proposed amendment
  - ☐ Corporate trusts
  - ☐ Discrimination—employment or other
  - ☐ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

## COUNTY CIVIL

- ☒ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins  
☐ Evictions  
    ☐ Residential Evictions  
    ☐ Non-residential Evictions  
☐ Other civil (non-monetary)

### COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**IV. REMEDIES SOUGHT (check all that apply):**

- ☒ Monetary;  
☐ Nonmonetary declaratory or injunctive relief;  
☐ Punitive

**V. NUMBER OF CAUSES OF ACTION: [ ]**  
(Specify)

2

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☐ yes  
☒ no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ no  
☐ yes If "yes," list all related cases by name, case number, and court.

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☐ yes  
☒ no

**IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?**

- ☐ yes  
☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Roosevelt Givens IV  
Attorney or party

Fla. Bar #  
(Bar # if attorney)

Roosevelt Givens IV  
(type or print name)

08/07/2023  
Date

Jeffrey T. Yick, Esq. (NJ Bar No. 036472002)  
 Alexander C. Banzhaf, Esq. (NJ Bar No. 088332013)  
**Tuttle Yick LLP**  
 352 Seventh Avenue, 14<sup>th</sup> Floor  
 New York, New York 10001  
 (646) 833-0300  
*Attorneys for Plaintiff*

AIG EUROPE a/s/o SEAFRIGO USA INC.,

Plaintiff,

-against-

ZARIZ TRANSPORT INC.,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION: ESSEX COUNTY

DOCKET NO.

CIVIL ACTION

**SUMMONS**

From: The State of New Jersey To The Defendant Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at <http://www.njcourts.gov>.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at <http://www.njcourts.gov>.

MICHELLE SMITH  
 Clerk of the Superior Court

DATED: January 9, 2024

Name of Defendant to be Served:  
 Address of Defendant to be Served:

ZARIZ TRANSPORT INC.  
 Newark Intermodal Terminal  
 678 Doremus Ave  
 Newark, NJ 07105

**APXEXB00300** **00338**

Jeffrey T. Yick, Esq. (NJ Bar No. 036472002)  
 Alexander C. Banzhaf, Esq. (NJ Bar No. 088332013)  
**Tuttle Yick LLP**  
 352 Seventh Avenue, 14<sup>th</sup> Floor  
 New York, New York 10001  
 (646) 833-0300  
*Attorneys for Plaintiff*

AIG EUROPE a/s/o SEAFRIGO USA INC.,  
  
 Plaintiff,  
  
 -against-  
  
 ZARIZ TRANSPORT INC.,  
  
 Defendant.

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION: ESSEX COUNTY  
  
 DOCKET NO.  
  
 CIVIL ACTION  
  
**COMPLAINT  
 AND JURY DEMAND**

Plaintiff AIG Europe S.A. (“AIG”) a/s/o Seafrigo USA Inc. (“Seafrigo”), by and through its attorneys, Tuttle Yick LLP, and in support of its Complaint against defendant Zariz Transport Inc. (“Zariz”), states as follows:

### **THE PARTIES**

1. Plaintiff AIG is an insurance company subrogated to the rights of subrogor Seafrigo, a foreign corporation duly authorized to do business in the State of New Jersey.
2. Zariz is a corporation duly organized under the laws of the State of New Jersey, having an office at Newark Intermodal Terminal, 678 Doremus Ave, Newark, NJ 07105.

### **FACTS COMMON TO ALL COUNTS**

2. On August 4, 2022, Frial, a frozen food manufacturer, employed the services of Seafrigo to ship frozen ready meals from Frial’s location in Le Havre, France to Frial’s customer, Americold, in Allentown, Pennsylvania.

3. AIG issued a policy of insurance, No. 0000512437 (the “Policy”), pursuant to which AIG insured Seafrigo for loss or damage to cargo, including Frial’s frozen meals.

4. On August 4, 2022, Seafrigo transported the frozen meals from Le Havre, France to Port Newark Container Terminal in Newark, New Jersey.

5. Seafrigo then engaged the services of Zariz to transport the frozen meals from the container terminal to its ultimate destination at Americold’s location in Allentown, Pennsylvania.

6. On August 31, 2022, Zariz picked up the frozen meals from Port Newark without exceptions, and moved the frozen meals to its storage facility in Elizabeth, New Jersey.

7. On September 16, 2022, Zariz mistakenly attempted to deliver the frozen meals to Americold’s Syracuse, New York location, and then had to return the frozen meals back to its storage facility in Elizabeth, New Jersey.

8. On September 20, 2022, Zariz attempted to deliver the frozen meals to Americold’s correct location in Allentown, Pennsylvania.

9. Americold, however, rejected the frozen meals due to damage resulting from prolonged exposure to high temperatures in Zariz’s truck during transit.

10. The high temperatures in Zariz’s truck were caused by a malfunctioning reefer unit in the truck.

11. Seafrigo submitted a claim to AIG pursuant to the Policy for the damage to the frozen meals caused by Zariz.

12. On September 14, 2023, after complying with any and all conditions precedent to the receipt of payment under the Policy, Seafrigo became entitled to receive, and



did receive payment from AIG under and pursuant to the terms of the Policy in the total amount of EUR 75,000.

13. Pursuant to the terms of the Policy, AIG has become duly subrogated to Seafrigo's rights against Zariz and is the real party in interest to the extent of Seafrigo's claim in the amount of EUR 75,000.

### **COUNT I**

#### **BREACH OF CONTRACT**

14. Seafrigo and Zariz entered into a binding contract supported by consideration.

15. Seafrigo performed all of its obligations under the contract.

16. The damage to the frozen meals was caused by the acts and omissions, carelessness, recklessness, negligence, breach of contract, and breach of warranty of Zariz, its agents, servants, and/or employees in the transport of the frozen meals.

17. As a direct and proximate result of Zariz's acts and omissions, carelessness, recklessness, negligence, breach of contract, and breach of warranty, Seafrigo has been damaged in the amount of EUR 75,000.

18. As a direct and proximate result of Zariz's acts and omissions, carelessness, recklessness, negligence, breach of contract, and breach of warranty, AIG has sustained damage in the amount of EUR 75,000.

19. By reason of the foregoing, AIG, as subrogee of Seafrigo, is entitled to recover the sum of EUR 75,000 from Zariz, plus interest, costs, and attorney's fees.

**WHEREFORE**, Plaintiff demands judgment against defendant as follows:

- a) On Count I for an amount to be proven at trial but in no event less than the USD equivalent of EUR 75,000 as of September 14, 2023, plus interest, costs, and attorney's fees; and
- b) For such other relief as the Court deems proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:5-1, Jeffrey T. Yick, Esq. is hereby designated as trial counsel.

**TUTTLE YICK LLP**

By: /s/ Jeffrey T. Yick  
Jeffrey T. Yick  
352 Seventh Avenue, 14<sup>th</sup> Floor  
New York, New York 10001  
(646) 833-0300

*Attorneys for Plaintiff*

Dated: January 9, 2024

**NOTICE OF OTHER ACTIONS AND R. 4:5-1 CERTIFICATION**

**I HEREBY CERTIFY** to the best of my knowledge and belief that the matter in controversy is not pending in any other court or arbitration. I further certify to the best of my knowledge and belief that there are no additional parties subject to joinder pursuant to R. 4:29-1.

/s/ Jeffrey T. Yick

Jeffrey T. Yick

Dated: January 9, 2024

**CERTIFICATION OF COMPLIANCE WITH R. 1:38-7**

**I HEREBY CERTIFY** that confidential personal identifiers have been redacted from this document and will be redacted from future document submitted to the Court.

/s/ Jeffrey T. Yick

Jeffrey T. Yick

Dated: January 9, 2024

**LAW OFFICES OF BRYAN D. PRESS**

Bryan D. Press - 017041984

Attorney at Law

P.O. Box 246

Fair Lawn, NJ 07410

(201) 532-3477

Attorney for Plaintiff

Plaintiff	:	SUPERIOR COURT OF NEW JERSEY
<b>EVERGREEN SHIPPING AGENCY</b>	:	LAW DIVISION
<b>(AMERICA) CORP.</b>	:	HUDSON COUNTY
	:	DOCKET NO.:
	:	
vs.	:	CIVIL ACTION
Defendant(s)	:	
<b>ZARIZ TRANSPORT, INC.</b>	:	
	:	
	X	<b>COMPLAINT (on Contract)</b>

Plaintiff, Evergreen Shipping Agency (America) Corp. having a principal place of business at One Evertrust Plaza, Jersey City New Jersey, 07302, by way of Complaint against the defendant(s), Zariz Transport, Inc., respectfully says as follows:

**PARTIES**

1. Plaintiff, Evergreen Shipping Agency (America) Corp., is an ocean freight carrier. Plaintiff is duly organized and existing and registered in the State of New Jersey pursuant to the laws of the State of New Jersey, with offices and a principal place of business located at One Evertrust Plaza, Jersey City, New Jersey, 07302.

2. Defendant, Zariz Transport, Inc. is duly organized and existing and registered in the State of New Jersey pursuant to the laws of the State of New Jersey with offices at 678 Doremus Avenue, Suite B, Newark, NJ 07105 which does business as a motor carrier for hire authorized to transport goods by the United States Department of Transportation ("USDOT") and a signatory to a Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA")

which is a contract that allowed defendant(s) to take possession of plaintiff's container(s) and related equipment in return for per diem rental charges for said equipment.

### **FIRST COUNT**

1. There is due from the defendant(s), the principal sum of \$85,470.00 on a certain book account incurred through June 5, 2023 a true copy of which is annexed hereto as Schedule "A" and made a part hereof.

2. Payment of the aforesaid sum has been demanded and refused.

3. Pursuant to Contract(s) between the parties, pertinent portion(s) of which are annexed hereto as Schedule "B", in the event an action is brought to enforce or for the breach of any terms, covenants or conditions of the contract, plaintiff is entitled to recover reasonable attorney's fees, together with costs of suit.

4. Plaintiff alleges that 30% of the principal claim, or \$25,641.00 constitutes reasonable attorney's fees.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$85,470.00; plus attorney's fees, pursuant to the Contract, of \$25,641.00 representing 30% of the principal amount due; for a total of \$111,111.00, together with lawful interest and costs of suit.

### **SECOND COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.

2. Plaintiff sues the defendant(s) for goods sold and delivered and/or services rendered by the plaintiff to defendant(s), upon the promise by the defendant(s) to pay the agreed amount as set forth in Schedules "A" and "B" annexed hereto. Payment has been demanded and refused.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$85,470.00; plus attorney's fees, pursuant to the Contract, of \$25,641.00 representing 30% of the principal amount due; for a total of \$111,111.00, together with lawful interest and costs of suit.

### **THIRD COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.
2. The Plaintiff sues the defendant(s) for the reasonable value of goods sold and delivered, and/or services rendered by the plaintiff to the defendant(s) upon the promise of the defendant(s) to pay a reasonable price for same, as set forth in Schedules "A" and "B" annexed hereto. Payment of the aforesaid sum has been demanded and refused.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$85,470.00; plus attorney's fees, pursuant to the Contract, of \$25,641.00 representing 30% of the principal amount due; for a total of \$111,111.00, together with lawful interest and costs of suit.

### **FOURTH COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.
2. The defendant(s), being indebted to the plaintiff in the principal sum of \$273,925.00, upon the account stated between them annexed hereto as Schedule "A", did promise to pay the plaintiff said sum upon demand. Payment has been demanded and has not been made.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$85,470.00; plus attorney's fees, pursuant to the Contract, of \$25,641.00 representing

30% of the principal amount due; for a total of \$111,111.00, together with lawful interest and costs of suit.

**FIFTH COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.
2. Defendant undertook to take possession of Plaintiffs' containers, and used same without regard to payment, despite the terms of the UIIA Contract, and the receipt of the invoices.
3. Defendant failed to make payment, or, remit payment from its account debtors to the Plaintiff, knowing that amounts were due for such rental services.
4. Defendant intended not to make payment, and has been unjustly enriched by failing to make payment, despite demands being made.
5. The Defendant's intentional acts are to the severe economic detriment of the Plaintiff.

**WHEREFORE**, plaintiff, Evergreen Shipping Agency (America) Corp., demands judgment against the defendant(s), Zariz Transport, Inc., on all accounts, for the principal amount of \$85,470.00; plus attorney's fees, pursuant to the Contract, of \$25,641.00 representing 30% of the principal amount due; for a total of \$111,111.00, together with lawful interest and costs of suit.

**LAW OFFICES OF BRYAN D. PRESS**  
Attorney for Plaintiff

BY: /s/ BRYAN D. PRESS  
BRYAN D. PRESS, ESQ.

Dated: November 27, 2023

### **CERTIFICATIONS**

I hereby certify that the matter in controversy is not the subject of any other action pending in any other Court or arbitration proceeding, and no other matters are contemplated, and that all necessary parties have been joined herein.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

BY: /s/ BRYAN D. PRESS  
BRYAN D. PRESS, ESQ.

Dated: November 27, 2023





**SCHEDULE “A”**

Account Name	Account #	Invoice #	Invoice Date	Balance Due
Zariz Transport Inc.	USZ000468	PF2302010370	23-Feb-23	\$80.00
Zariz Transport Inc.	USZ000468	PF2302010383	23-Feb-23	\$40.00
Zariz Transport Inc.	USZ000468	PF2302010384	23-Feb-23	\$60.00
Zariz Transport Inc.	USZ000468	PF2302010385	23-Feb-23	\$120.00
Zariz Transport Inc.	USZ000468	PF2302010388	23-Feb-23	\$60.00
Zariz Transport Inc.	USZ000468	PF2302010393	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010404	23-Feb-23	\$40.00
Zariz Transport Inc.	USZ000468	PF2302010407	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010413	23-Feb-23	\$160.00
Zariz Transport Inc.	USZ000468	PF2302010421	23-Feb-23	\$40.00
Zariz Transport Inc.	USZ000468	PF2302010429	23-Feb-23	\$140.00
Zariz Transport Inc.	USZ000468	PF2302010431	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010432	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010433	23-Feb-23	\$100.00
Zariz Transport Inc.	USZ000468	PF2302010439	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010442	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010443	23-Feb-23	\$60.00
Zariz Transport Inc.	USZ000468	PF2302010460	23-Feb-23	\$60.00
Zariz Transport Inc.	USZ000468	PF2302010461	23-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2302010463	23-Feb-23	\$40.00
Zariz Transport Inc.	USZ000468	PF2302011859	23-Feb-23	\$600.00
Zariz Transport Inc.	USZ000468	PF2302011874	23-Feb-23	\$3,000.00
Zariz Transport Inc.	USZ000468	PF2302011945	23-Feb-23	\$60.00
Zariz Transport Inc.	USZ000468	PF2302011958	23-Feb-23	\$3,750.00
Zariz Transport Inc.	USZ000468	PF2302011995	23-Feb-23	\$130.00
Zariz Transport Inc.	USZ000468	PF2302012002	23-Feb-23	\$600.00
Zariz Transport Inc.	USZ000468	PF2302012038	23-Feb-23	\$2,550.00
Zariz Transport Inc.	USZ000468	PF2302012057	23-Feb-23	\$3,560.00
Zariz Transport Inc.	USZ000468	PF2302012138	23-Feb-23	\$130.00
Zariz Transport Inc.	USZ000468	PF2302012183	23-Feb-23	\$540.00
Zariz Transport Inc.	USZ000468	PF2302012190	23-Feb-23	\$130.00
Zariz Transport Inc.	USZ000468	PF2302012201	23-Feb-23	\$260.00
Zariz Transport Inc.	USZ000468	PF2302012206	23-Feb-23	\$80.00
Zariz Transport Inc.	USZ000468	PF2302012307	23-Feb-23	\$3,900.00
Zariz Transport Inc.	USZ000468	PF2302012427	23-Feb-23	\$800.00
Zariz Transport Inc.	USZ000468	PF2302012916	23-Feb-23	\$2,400.00
Zariz Transport Inc.	USZ000468	PF2302019132	24-Feb-23	\$210.00
Zariz Transport Inc.	USZ000468	PF2302020273	24-Feb-23	\$60.00
Zariz Transport Inc.	USZ000468	PF2302020298	24-Feb-23	\$440.00
Zariz Transport Inc.	USZ000468	PF2302020893	24-Feb-23	\$1,500.00
Zariz Transport Inc.	USZ000468	PF2302023327	27-Feb-23	\$20.00
Zariz Transport Inc.	USZ000468	PF2303009444	06-Mar-23	\$130.00
Zariz Transport Inc.	USZ000468	PF2303010067	06-Mar-23	\$130.00
Zariz Transport Inc.	USZ000468	PF2303016393	15-Mar-23	\$3,150.00
Zariz Transport Inc.	USZ000468	PF2303016412	15-Mar-23	\$4,500.00
Zariz Transport Inc.	USZ000468	PF2303016414	15-Mar-23	\$5,300.00

Zariz Transport Inc.	USZ000468	PF2303016424	15-Mar-23	\$4,260.00
Zariz Transport Inc.	USZ000468	PF2303016787	15-Mar-23	\$150.00
Zariz Transport Inc.	USZ000468	PF2303016911	15-Mar-23	\$410.00
Zariz Transport Inc.	USZ000468	PF2303017351	15-Mar-23	\$260.00
Zariz Transport Inc.	USZ000468	PF2304003379	03-Apr-23	\$6,200.00
Zariz Transport Inc.	USZ000468	PF2304003625	03-Apr-23	\$110.00
Zariz Transport Inc.	USZ000468	PF2304003728	03-Apr-23	\$6,100.00
Zariz Transport Inc.	USZ000468	PF2304003744	03-Apr-23	\$110.00
Zariz Transport Inc.	USZ000468	PF2304003778	03-Apr-23	\$5,400.00
Zariz Transport Inc.	USZ000468	PF2304003993	03-Apr-23	\$5,800.00
Zariz Transport Inc.	USZ000468	PF2304007257	12-Apr-23	\$3,300.00
Zariz Transport Inc.	USZ000468	PF2304007538	12-Apr-23	\$3,400.00
Zariz Transport Inc.	USZ000468	PF2305004431	02-May-23	\$110.00
Zariz Transport Inc.	USZ000468	PF2305004987	02-May-23	\$110.00
Zariz Transport Inc.	USZ000468	PF2305005007	02-May-23	\$410.00
Zariz Transport Inc.	USZ000468	PF2305005115	02-May-23	\$260.00
Zariz Transport Inc.	USZ000468	PF2305005298	02-May-23	\$260.00
Zariz Transport Inc.	USZ000468	PF2306005825	05-Jun-23	\$2,100.00
Zariz Transport Inc.	USZ000468	PF2306005901	05-Jun-23	\$7,650.00
				\$85,470.00



TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO.: USZ000468  
INVOICE NO.: PF 23060005901 001  
INVOICE DATE: 2023-06-05  
DUE DATE: 2023-07-05  
PAGE: 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

CONTACT: SHELLEY PRASIPFA  
TEL : 1-972-7641361  
FAX : 1-972-2465503  
E-MAIL : shellyprasipfa@evergreen-shipping.us  
OFFICE : DRESDEN-LOG

NEWARK NJ 07105  
UNITED STATES

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CHASSIS		PICK UP LOC		LAST	FREE D.	DAYS		
REMARK								
ERD								
-----								
BSH HOME APPLIANCES CORPORATION (FINISHED GOOD WAR								
ETITL335620 560399960305		2023/03/16	2023/03/16	2023/05/30	21	51		
				2023/04/06			7,650.00	
TREKON								
-----								
VIRGINIA INTL GATEWAY								
-----								
Container Available Date: 2023/03/16								
							SUB TOTAL	7,650.00
							GRAND TOTAL	7,650.00
							PAID	.00
							OUTSTANDING	7,650.00

**Remarks:**

1. This invoice is due and payable when rendered.
2. The invoice is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/Client shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges. It is believed that if incorrect, Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egweb/DMPT/Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egweb/DMPT/Dispute_20211019.pdf).
5. Otherwise, Evergreen deems all invoices to be correct and the payment should be received by the due date.
6. Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egweb/DMPT/Policy210817.pdf>.
7. Based on the information provided to Carrier at this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) the Carrier shall contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO: ROLLWAY PLAZA 1, 100 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75244

PER DIEM INVOICE

CLIENT NO. : USZ0000468  
INVOICE NO. : PF 2305005298 001  
INVOICE DATE: 2023-05-02  
DUE DATE : 2023-06-01  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

CONTACT: THEBRY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thebryturquet@evergreen-shipping.us  
OFFICE : WUHL-LOG

NEWARK NJ 07105  
UNITED STATES

CONSIGNEE CONTAINER CHASSIS REMARK EED	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
-----								
BOVIET SOLAR USA, LTD.								
DRYU9832339	237300076323	2023/04/13	2023/04/13	2023/04/25 2023/04/23	10	2	260.00	
-----								
SAVANNAH PORT AUTHORITY								
-----								
Container Available Date: 2023/04/13								
							SUB TOTAL	260.00
							GRAND TOTAL	260.00
							PAID	.00
							OUTSTANDING	260.00

Remarks:

1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any information that it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping-us.com/egweb/DMT/Dispute\\_20211019.pdf](https://www.evergreen-shipping-us.com/egweb/DMT/Dispute_20211019.pdf).
5. Unless Evergreen receives all client number invoices to be billed accurately and the payment should be received by the due date.
6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping-us.com/egweb/DMT/PerDiem\\_20210819.pdf](https://www.evergreen-shipping-us.com/egweb/DMT/PerDiem_20210819.pdf).
7. Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention;
  - (ii) Carrier's performance is not causing or contributing to the underlying invoice charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO : EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75241

PER DIEM INVOICE

CLIENT NO.: USZ000468  
INVOICE NO.: PF 2306005825 001  
INVOICE DATE: 2023-06-05  
DUE DATE: 2023-07-05  
PAGE: 1/1

SCAC: ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CONTACT: SHELLEY PRASIPPA  
TEL: 1-972-7641361  
FAX: 1-972-2465503  
E-MAIL: shellyprasp@evergreen-shipping.us  
OFFICE: USZ00-000

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
-----								
B S H HOME APPLIANCES CORPORATION								
HMCU9085570	560399991413	2023/05/05	2023/05/05	2023/06/02	14	14	2,100.00	
				2023/05/19				
-----								
TREKON								
VIRGINIA INTL GATEWAY								
-----								
Container Available Date: 2023/05/05								
							SUB TOTAL	2,100.00
							GRAND TOTAL	2,100.00
							PAID	.00
							-----	
							OUTSTANDING	2,100.00

Remarks:

1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/ Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egweb/DMDT\\_Dispute\\_20111019.pdf](https://www.evergreen-shipping.us/egweb/DMDT_Dispute_20111019.pdf).
5. Otherwise, Evergreen deems all invoices to be invoices to be billed accurately and the payment should be received by the due date.
6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egweb/DMDT\\_Policy2010817.pdf](https://www.evergreen-shipping.us/egweb/DMDT_Policy2010817.pdf).
7. Based on the information available to Carrier at this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) the Carrier's charges shall contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO TOLLWAY PL. 1, #6000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO BANK NAME : EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



TOLLWAY PLAZA | 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75244

## PER DIEM INVOICE

CLIENT NO. : USZ000468  
INVOICE NO. : PF 2305005115 001  
INVOICE DATE: 2023-05-02  
DUE DATE : 2023-06-01  
PAGE : 1/1

CONTACT: THIERRY FRANCH TURGOET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : [thierryturgoet@evergreen-shipping.us](mailto:thierryturgoet@evergreen-shipping.us)  
OFFICE: WORLD-LOG

CONSIGNEE CONTAINER CHASSIS REMARK END	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM LAST	TO FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
-----									
BOVIET SOLAR USA, LTD.									
HMCU9115926	237300076323	2023/04/14	2023/04/14	2023/04/26	10		2		
				2023/04/24				260.00	
-----									
TREKOWN									
-----									
SAVANNAH PORT AUTHORITY									
-----									
Container Available Date: 2023/04/14									
								SUB TOTAL	260.00
								GRAND TOTAL	260.00
								PAID	.00
								-----	
								OUTSTANDING	260.00

Remarks:

1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes are incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egaweb/DMUT/Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMUT/Dispute_20211019.pdf).
5. Please find Evergreen's terms at invoices so that invoices can be billed accurately and the payment should be received by the due date.
6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMUT/PerDiem\\_20210208.pdf](https://www.evergreen-shipping.us/egaweb/DMUT/PerDiem_20210208.pdf).
7. Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) Carrier's performance was not caused, in whole or in part, by the customer's actions or omissions. Therefore, the customer shall contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO: TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO: EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME JP MORGAN CHASE  
BANK CODE ROUTING NUMBER: 111000614  
BANK A/C NO.: 1576478414





EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2305005007 001  
INVOICE DATE:2023-05-02  
DUE DATE :2023-06-01  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BOVIET SOLAR USA, LTD. RITU1070583 237300076153		2023/04/19	2023/04/19	2023/05/02 2023/04/29	10	3	410.00	
TRKOWN								
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/04/19								
SUB TOTAL							410.00	
GRAND TOTAL							410.00	
PAID							.00	
OUTSTANDING							410.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Dispute%2020211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2305004987 001  
INVOICE DATE:2023-05-02  
DUE DATE :2023-06-01  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BOVIET SOLAR USA, LTD. TEMU6275823 237300076323		2023/04/14	2023/04/14	2023/04/25 2023/04/24	10	1	110.00	
TRKOWN								
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/04/14								
SUB TOTAL							110.00	
GRAND TOTAL							110.00	
PAID							.00	
OUTSTANDING							110.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Dispute%2020211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2305004431 001  
INVOICE DATE:2023-05-02  
DUE DATE :2023-06-01  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BOVIET SOLAR USA, LTD. RITU1635566 237300076323		2023/04/14	2023/04/14	2023/04/25 2023/04/24	10	1	110.00	
TRKOWN								
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/04/14								
SUB TOTAL							110.00	
GRAND TOTAL							110.00	
PAID							.00	
OUTSTANDING							110.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Dispute%2020211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304007538 001  
INVOICE DATE:2023-04-12  
DUE DATE :2023-05-12  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: SANDRA SOKHANAN (SOKHANAN, SOOKHAN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasokhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
MATTEL IMPORT SERVICES CORP RISU9285310 145208721398		2023/02/21	2023/02/21	2023/04/06 2023/03/03	10	34	3,400.00	
TRKOWN								
MAHER TERMINALS								
Container Available Date: 2023/02/21								
SUB TOTAL							3,400.00	
GRAND TOTAL							3,400.00	
PAID							.00	
OUTSTANDING							3,400.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Dispute%2020211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414





EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304007257 001  
INVOICE DATE:2023-04-12  
DUE DATE :2023-05-12  
PAGE : 1/1

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS		DAYS		
CHASSIS								
REMARK								
ERD								
MATTEL IMPORT SERVICES CORP								
TCNU3846981 149208721398	2023/02/22	2023/02/22	2023/04/06	10	33		3,300.00	
TRKOWN			2023/03/04					
MAHER TERMINALS								
Container Available Date: 2023/02/22								
							SUB TOTAL	3,300.00
							GRAND TOTAL	3,300.00
							PAID	.00
							OUTSTANDING	3,300.00

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Dispute%2020211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304003993 001  
INVOICE DATE:2023-04-03  
DUE DATE :2023-05-03  
PAGE : 1/1

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS		DAYS		
CHASSIS								
REMARK								
ERD								
MATTEL IMPORT SERVICES CORP								
BMCU4854144 149208244727	2023/01/20	2023/01/20	2023/03/29	10	58		5,800.00	
TRKOWN			2023/01/30					
MAHER TERMINALS								
Container Available Date: 2023/01/20								
							SUB TOTAL	5,800.00
							GRAND TOTAL	5,800.00
							PAID	.00
							OUTSTANDING	5,800.00

Remarks:

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- Remittance is to be mailed to the address above.
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- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304003778 001  
INVOICE DATE:2023-04-03  
DUE DATE :2023-05-03  
PAGE : 1/1

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS		DAYS		
CHASSIS								
REMARK								
ERD								
MATTEL IMPORT SERVICES CORP								
TCU4299095 149208137432	2023/01/20	2023/01/20	2023/03/27	10	54		5,400.00	
TRKOWN			2023/01/30					
MAHER TERMINALS								
Container Available Date: 2023/01/20								
							SUB TOTAL	5,400.00
							GRAND TOTAL	5,400.00
							PAID	.00
							OUTSTANDING	5,400.00

Remarks:

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[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304003744 001  
INVOICE DATE:2023-04-03  
DUE DATE :2023-05-03  
PAGE : 1/1

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS		DAYS		
CHASSIS								
REMARK								
ERD								
OCCONCA LOGISTICS (USA) INC.								
BITU9174239 143364780411	2023/03/20	2023/03/20	2023/03/27	4	1		110.00	
TRKOWN			2023/03/24					
MAHER TERMINALS								
Container Available Date: 2023/03/20								
							SUB TOTAL	110.00
							GRAND TOTAL	110.00
							PAID	.00
							OUTSTANDING	110.00

Remarks:

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(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00317

00355





EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304003728 001  
INVOICE DATE:2023-04-03  
DUE DATE :2023-05-03  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
MATTEL IMPORT SERVICES CORP								
TCU04299120 149207974675	2023/01/11	2023/01/11	2023/03/23	10	61		6,100.00	
TRKOWN			2023/01/21					
MAHER TERMINALS								
Container Available Date: 2023/01/11								
							SUB TOTAL	6,100.00
							GRAND TOTAL	6,100.00
							PAID	.00
							OUTSTANDING	6,100.00

Remarks:

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(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304003625 001  
INVOICE DATE:2023-04-03  
DUE DATE :2023-05-03  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
COCONA LOGISTICS (USA) INC.								
EGHUS507494 143364780411	2023/03/20	2023/03/20	2023/03/27	4	1		110.00	
TRKOWN			2023/03/24					
MAHER TERMINALS								
Container Available Date: 2023/03/20								
							SUB TOTAL	110.00
							GRAND TOTAL	110.00
							PAID	.00
							OUTSTANDING	110.00

Remarks:

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ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2304003379 001  
INVOICE DATE:2023-04-03  
DUE DATE :2023-05-03  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: SANDRA SUKHANAN (SUKHANAN, ROSEKIN)  
TEL : 1-201-7613167  
FAX : 1-201-7613006  
E-MAIL : sandrasukhanan@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
MATTEL IMPORT SERVICES CORP								
EGSUS126444 149208136801	2023/01/10	2023/01/10	2023/03/23	10	62		6,200.00	
TRKOWN			2023/01/20					
MAHER TERMINALS								
Container Available Date: 2023/01/10								
							SUB TOTAL	6,200.00
							GRAND TOTAL	6,200.00
							PAID	.00
							OUTSTANDING	6,200.00

Remarks:

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ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. :US2000468  
INVOICE NO. :PF 2303017351 001  
INVOICE DATE:2023-03-15  
DUE DATE :2023-04-14  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANCH TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : USNYC-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
C.N. ROBINSON INTERNATIONAL INC.								
RIEUS127099 142202962183	2023/02/23	2023/02/23	2023/03/07	10	2		260.00	
TRKOWN			2023/03/05					
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/02/23								
							SUB TOTAL	260.00
							GRAND TOTAL	260.00
							PAID	.00
							OUTSTANDING	260.00

Remarks:

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(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00318

00356





## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303016911 001  
INVOICE DATE : 2023-03-15  
DUE DATE : 2023-04-14  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD LAST FREE D. DAYS	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
C.N. ROBINSON INTERNATIONAL INC. EGHU3412283 142202962183	2023/02/23	2023/02/23	2023/03/08	10	3		410.00	
TRKOWN			2023/03/05					
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/02/23								
SUB TOTAL							410.00	
GRAND TOTAL							410.00	
PAID							.00	
OUTSTANDING							410.00	

Remarks:

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[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
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(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303016787 001  
INVOICE DATE : 2023-03-15  
DUE DATE : 2023-04-14  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD LAST FREE D. DAYS	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RITU9174012 235201822616	2023/02/14	2023/02/14	2023/03/08	21	1		150.00	
TRKOWN			2023/03/07					
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/02/14								
SUB TOTAL							150.00	
GRAND TOTAL							150.00	
PAID							.00	
OUTSTANDING							150.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
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[https://www.evergreen-shipping.us/egsweb/DMDT Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Dispute%2020211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT%20Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303016424 001  
INVOICE DATE : 2023-03-15  
DUE DATE : 2023-04-14  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD LAST FREE D. DAYS	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BSN HOME APPLIANCES CORPORATION (FINISHED GOOD WAR CAIU7083605 560299962110	2023/01/14	2023/01/14	2023/02/21	14	24		3,600.00	
			2023/01/28					
TRIL4068165 560299962110	2023/01/14	2023/01/14	2023/02/21	4	33		960.00	
			2023/01/19					
VIRGINIA INTL GATEWAY								
Container Available Date: 2023/01/14								
SUB TOTAL							4,260.00	
GRAND TOTAL							4,260.00	
PAID							.00	
OUTSTANDING							4,260.00	

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- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303016414 001  
INVOICE DATE : 2023-03-15  
DUE DATE : 2023-04-14  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD LAST FREE D. DAYS	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BSN HOME APPLIANCES CORPORATION (FINISHED GOOD WAR EGHU9683277 560299961920	2022/12/19	2022/12/19	2023/02/01	14	30		4,500.00	
			2023/01/02					
TAXI4788682 560299961920	2022/12/19	2022/12/19	2023/02/01	4	40		800.00	
			2022/12/23					
VIRGINIA INTL GATEWAY								
Container Available Date: 2022/12/19								
SUB TOTAL							5,300.00	
GRAND TOTAL							5,300.00	
PAID							.00	
OUTSTANDING							5,300.00	

Remarks:

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(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00319

00357





## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303016412 001  
INVOICE DATE: 2023-03-15  
DUE DATE : 2023-04-14  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BSM HOME APPLIANCES CORPORATION (FINISHED GOOD WAR EGHUS711445 560299961912	2022/12/19	2022/12/19	2023/02/01	14	30		4,500.00	
TRKOWN			2023/01/02					
VIRGINIA INTL GATEWAY								
Container Available Date: 2022/12/19								
SUB TOTAL							4,500.00	
GRAND TOTAL							4,500.00	
PAID							.00	
OUTSTANDING							4,500.00	

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6. Based on the information available to Carrier as of the date of this invoice:  
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(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303010067 001  
INVOICE DATE: 2023-03-06  
DUE DATE : 2023-04-05  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
IMPERIAL BAG AND PAPER COMPANY BITU1983495 142254934989	2023/01/25	2023/01/25	2023/02/01	4	1		110.00	
			2023/01/31					
NAP21740389 142254934989	2023/01/25	2023/01/25	2023/02/01	4	1		20.00	
			2023/01/31					
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/25								
SUB TOTAL							130.00	
GRAND TOTAL							130.00	
PAID							.00	
OUTSTANDING							130.00	

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MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303016393 001  
INVOICE DATE: 2023-03-15  
DUE DATE : 2023-04-14  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
BSM HOME APPLIANCES CORPORATION (FINISHED GOOD WAR EISU9470392 560299962161	2023/01/14	2023/01/14	2023/02/20	14	21		3,150.00	
TRKOWN			2023/01/28					
VIRGINIA INTL GATEWAY								
Container Available Date: 2023/01/14								
SUB TOTAL							3,150.00	
GRAND TOTAL							3,150.00	
PAID							.00	
OUTSTANDING							3,150.00	

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ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2303009444 001  
INVOICE DATE: 2023-03-06  
DUE DATE : 2023-04-05  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
IMPERIAL BAG AND PAPER COMPANY EMCU9787316 140202301636	2023/01/26	2023/01/26	2023/02/02	4	1		110.00	
			2023/02/01					
ZCS9413971 140202301636	2023/01/26	2023/01/26	2023/02/02	4	1		20.00	
			2023/02/01					
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/26								
SUB TOTAL							130.00	
GRAND TOTAL							130.00	
PAID							.00	
OUTSTANDING							130.00	

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MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00320

00358





## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302023327 001  
INVOICE DATE: 2023-02-27  
DUE DATE : 2023-03-29  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
DJS INTERNATIONAL SERVICES INC BM05U212107 DCLZ4002517 143257961713		2022/12/14	2022/12/14	2022/12/21	4	1		
	SAVANNAH PORT AUTHORITY			2022/12/20			20.00	
Container Available Date: 2022/12/14								
							SUB TOTAL	20.00
							GRAND TOTAL	20.00
							PAID	.00
							OUTSTANDING	20.00

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MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302020893 001  
INVOICE DATE: 2023-02-24  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
IMPERIAL BAG AND PAPER COMPANY TXGUS860277 143261969430		2023/01/10	2023/01/10	2023/01/26	4	10		
	SAVANNAH PORT AUTHORITY			2023/01/16			1,300.00	
							200.00	
Container Available Date: 2023/01/10								
							SUB TOTAL	1,500.00
							GRAND TOTAL	1,500.00
							PAID	.00
							OUTSTANDING	1,500.00

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy20210817.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy20210817.pdf).
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302020298 001  
INVOICE DATE: 2023-02-24  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
IMPERIAL BAG AND PAPER COMPANY BM05U453526 143261969448		2023/01/11	2023/01/11	2023/01/23	4	4		
	SAVANNAH PORT AUTHORITY			2023/01/17			440.00	
Container Available Date: 2023/01/11								
							SUB TOTAL	440.00
							GRAND TOTAL	440.00
							PAID	.00
							OUTSTANDING	440.00

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy20210817.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy20210817.pdf).
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302020273 001  
INVOICE DATE: 2023-02-24  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US055-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
UNIQUE LOGISTICS INTERNATIONAL (NYC) LLC - LOS ANG RITU1452035 FLX4251482 143263893236		2023/01/17	2023/01/17	2023/01/26	4	3		
	SAVANNAH PORT AUTHORITY			2023/01/23			60.00	
Container Available Date: 2023/01/17								
							SUB TOTAL	60.00
							GRAND TOTAL	60.00
							PAID	.00
							OUTSTANDING	60.00

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy20210817.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy20210817.pdf).
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00321

00359





**DALLAS OFFICE**

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

**PER DIEM INVOICE**

CLIENT NO. USZ000468  
INVOICE NO. : PP 230219132 001  
INVOICE DATE: 2023-02-24  
DUE DATE : 2023-03-27  
PAGE : 1/1

SCAC : ZERP  
ZARIZ TRANSPORT INC.

578 DOREMUS AVE USA

CONTACT: THERESA FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierseyturquet@evergreen-shipping.us  
OFFICE : DALLAS-TEX

NEWARK NJ 07105  
UNITED STATES

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
UNIQUE LOGISTICS INTERNATIONAL (NYC) LLC	TEMU6082803 143263893066	2023/01/10	2023/01/10	2023/01/23 2023/01/20	10	1	110.00	
HDM25021085 143263893066	2023/01/10	2023/01/10	2023/01/23 2023/01/16	4	5	100.00		
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/10								
SUB TOTAL							210.00	
GRAND TOTAL							210.00	
PAID							0.00	
OUTSTANDING							210.00	

**Remarks:**

1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any invoice that it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egweb/DMT/Dispute 2021019.pdf](https://www.evergreen-shipping.us/egweb/DMT/Dispute%202021019.pdf).
5. Otherwise, Evergreen deems all not due invoices to be billed accurately and the payment should be received by the due date.
6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egweb/DMT/Policy 202107.pdf](https://www.evergreen-shipping.us/egweb/DMT/Policy%20202107.pdf).
7. Based on the information available to the carrier on the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) the carrier's performance has not contributed to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111090614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

**DALLAS OFFICE**

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

**PER DIEM INVOICE**

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : USZ0000468  
INVOICE NO. : PP 2302012916 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 2 / 2

CONTACT: THELERY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : theleryturquet@evergreen-shipping.us  
OFFICE : DUNES-JOE

- Remarks:
1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges that it believes are incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egweb/DMTS\\_Dispute110109.pdf](https://www.evergreen-shipping.us/egweb/DMTS_Dispute110109.pdf).
5. Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egweb/PerDiem\\_Policy110109.pdf](https://www.evergreen-shipping.us/egweb/PerDiem_Policy110109.pdf).
7. Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules;
  - (ii) respect to damage and detention;
  - (iii) the carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLMAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

**PER DIEM INVOICE**

CLIENT NO.: USZ0200468  
INVOICE NO.: PP 2302012916 001  
INVOICE DATE: 2023-02-23  
DUE DATE: 2023-03-27  
PAGE: 1 / 2

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: THIRERY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL: thilleryturquet@evergreen-shipping.us  
OFFICE : DUNE 100

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
HOME DEPOT USA, INC KITU9229938	147200632552	2022/09/21	2022/12/05	2023/01/03 2022/10/05	14	30	2,400.00	
NAP21856213								
MI	SAVANNAH PORT AUTHORITY							
Container Available Date: 2022/09/21								
						SUB TOTAL	2,400.00	
						GRAND TOTAL	2,400.00	
						PAID	.00	
						OUTSTANDING	2,400.00	

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EITU9229938	PF2212017062	2,400.00
EITU9229938	PF2302012916	2,400.00
EITU9229938	PF2302012427	800.00
EITU9229938	PF2212007575	2,400.00



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO.: USZ0000468  
INVOICE NO.: PP 230212427 001  
INVOICE DATE: 2023-02-23  
DUE DATE: 2023-03-27  
PAGE: 1/2

SCAC : ZRZF  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CONTACT: THELERY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : theleryturquet@evergreen-shipping.us  
OFFICE : DUNE-100

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
HOME DEPOT USA, INC EITU9229938	147200632552	2022/09/21	2023/01/04	2023/01/13 2022/10/05	14	10	800.00	
NAPZ1856213								
MI			SAVANNAH PORT AUTHORITY					
Container Available Date: 2022/09/21								
						SUB TOTAL	800.00	
						GRAND TOTAL	800.00	
						PAID	.00	
						OUTSTANDING	800.00	

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EITU9229938	PF2212017062	2,400.00
EITU9229938	PF2302012916	2,400.00
EITU9229938	PF2302012427	800.00
EITU9229938	PF2212007575	2,400.00



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA 1 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302012427 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 2/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

## Remarks:

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[https://www.evergreen-shipping.us/egaweb/DMT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Dispute_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 11100014  
BANK A/C NO. : 1574478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA 1 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302012307 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE	BILL DAYS	TOTAL	PAID
CHASSIS		PICK UP LOC						
REMARK								
ERD								
BSH HOME APPLIANCES CORPORATION (FINISHED GOOD WAR								
EGSU9044412	560299961211	2022/11/02	2022/12/17	2023/01/11	14	26	3,900.00	
DCLZ4259790				2022/11/16				
MI				VIRGINIA INTL GATEWAY				
Container Available Date: 2022/11/02								
							SUB TOTAL	3,900.00
							GRAND TOTAL	3,900.00
							PAID	.00
							OUTSTANDING	3,900.00

## BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EGSU9044412	PF2302012206	80.00
EGSU9044412	PF2302012307	3,900.00
EGSU9044412	PF2302012002	600.00
EGSU9044412	PF2212015818	5,100.00



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA 1 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302012307 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 2/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

## Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Dispute_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Policy20210817.pdf)
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 11100014  
BANK A/C NO. : 1574478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA 1 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302012206 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE	BILL DAYS	TOTAL	PAID
CHASSIS		PICK UP LOC						
REMARK								
ERD								
BSH HOME APPLIANCES CORPORATION (FINISHED GOOD WAR								
EGSU9044412	560299961211	2022/11/02	2023/01/08	2023/01/11	4	4	80.00	
DCLZ4259790				2022/11/08				
MI				VIRGINIA INTL GATEWAY				
Container Available Date: 2022/11/02								
							SUB TOTAL	80.00
							GRAND TOTAL	80.00
							PAID	.00
							OUTSTANDING	80.00

## BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EGSU9044412	PF2302012206	80.00
EGSU9044412	PF2302012307	3,900.00
EGSU9044412	PF2302012002	600.00
EGSU9044412	PF2212015818	5,100.00

APXEXB00323

00361









EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012183 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 2/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egaweb/DMOT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMOT_Dispute_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  5. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMOT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMOT_Policy20210817.pdf)
  6. Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012138 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
TOY FURNITURE RHRU5741157	235201690400	2022/12/29	2022/12/29	2023/01/05	4	1	110.00	
				2023/01/04				
HERC4004898	235201690400	2022/12/29	2022/12/29	2023/01/05	4	1	20.00	
				2023/01/04				
VIRGINIA INTL GATEWAY								
Container Available Date: 2022/12/29								
							SUB TOTAL	110.00
							GRAND TOTAL	110.00
							PAID	.00
							OUTSTANDING	110.00

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egaweb/DMOT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMOT_Dispute_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  5. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMOT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMOT_Policy20210817.pdf)
  6. Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012057 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
B S H HOME APPLIANCES CORPORATION DFSU646861	560299984270	2022/11/30	2022/11/30	2023/01/03	14	20	3,000.00	
				2022/12/14				
HERC4235135	560299984270	2022/11/30	2022/11/30	2023/01/03	4	28	560.00	
				2022/12/06				
VIRGINIA INTL GATEWAY								
Container Available Date: 2022/11/30								
							SUB TOTAL	3,560.00
							GRAND TOTAL	3,560.00
							PAID	.00
							OUTSTANDING	3,560.00

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egaweb/DMOT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMOT_Dispute_20211019.pdf).  
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  5. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMOT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMOT_Policy20210817.pdf)
  6. Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012038 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
B S H HOME APPLIANCES CORPORATION GAOU6250965	560299984016	2022/11/07	2022/11/22	2023/01/07	14	17	2,550.00	
				2022/11/21				
HERC4186909								
VIRGINIA INTL GATEWAY								
Container Available Date: 2022/11/07								
							SUB TOTAL	2,550.00
							GRAND TOTAL	2,550.00
							PAID	.00
							OUTSTANDING	2,550.00

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
GAOU6250965	PF2302012183	540.00
GAOU6250965	PF2212016047	5,100.00
GAOU6250965	PF2302012038	2,550.00

APXEXB00325

00363



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012038 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 2/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US05-LOG

- Remarks:
- This invoice is due and payable when rendered.
  - Remittance is to be mailed to the address above.
  - Please show invoice number and client number on remittance.
  - The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Dispute_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  - Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Policy20210817.pdf)
  - Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000014  
BANK A/C NO. : 1574478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012002 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US05-LOG

CONSIGNEE CONTAINER	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
CHASSIS		PICK UP LOC						
REMARK								
ERD								
BSN HOME APPLIANCES CORPORATION (FINISHED GOOD WAR								
EGSU044412								
DCLE4259790	560299961211	2022/11/02	2022/12/09	2023/01/07	4	30	600.00	
MI	VIRGINIA INTL GATEWAY			2022/11/08				
Container Available Date: 2022/11/02								
							SUB TOTAL	600.00
							GRAND TOTAL	600.00
							PAID	.00
							OUTSTANDING	600.00

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EGSU044412	PF2302012006	80.00
EGSU044412	PF2302012307	3,900.00
EGSU044412	PF2302012002	600.00
EGSU044412	PF2212015818	5,100.00



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302012002 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 2/2  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US05-LOG

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Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  - Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Policy20210817.pdf)
  - Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000014  
BANK A/C NO. : 1574478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302011995 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/1  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US05-LOG

CONSIGNEE CONTAINER	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
CHASSIS		PICK UP LOC						
REMARK								
ERD								
RENOGAGE FURNITURE GROUP								
EGSU532648	235201673832	2022/12/30	2022/12/30	2023/01/06	4	1	110.00	
				2023/01/05				
TRL4065504	235201673832	2022/12/30	2022/12/30	2023/01/06	4	1	20.00	
				2023/01/05				
Container Available Date: 2022/12/30								
							SUB TOTAL	130.00
							GRAND TOTAL	130.00
							PAID	.00
							OUTSTANDING	130.00

- Remarks:
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  - Remittance is to be mailed to the address above.
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[https://www.evergreen-shipping.us/egaweb/DMT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Dispute_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  - Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egaweb/DMT\\_Policy20210817.pdf](https://www.evergreen-shipping.us/egaweb/DMT_Policy20210817.pdf)
  - Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000014  
BANK A/C NO. : 1574478414

APXEXB00326

00364





## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :USZ000468  
INVOICE NO. :PF 2302011958 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/2

CONTACT: THIBERRY FRANCES TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thiberryturquet@evergreen-shipping.us  
OFFICE : DALLAS, TX

CONSIGNEE CONTAINER CHASSIS REMARK EEO	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
BSH HOME APPLIANCES CORPORATION (FINISHED GOOD WAR								
EITU1269575	560299961237	2022/11/02	2022/12/17	2023/01/10	14	25	3,750.00	
TRL24097923								
MI VIRGINIA INTL GATEWAY								
Container Available Date: 2022/11/02								
							SUB TOTAL	3,750.00
							GRAND TOTAL	3,750.00
							PAID	.00
							OUTSTANDING	3,750.00

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EITU269575	PF2302011859	600.00
EITU269575	PF2212015962	5,100.00
EITU269575	PF2302011945	60.00
EITU269575	PF2302011958	3,750.00



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75241

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302011958 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 2/2  
  
CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL: thierryturquet@evergreen-shipping.us  
OFFICE : USA & CANADA

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in Evergreen's invoice within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes incorrect. Evergreen's dispute resolution process may be found at the following link:  
<https://www.evergreen-shipping.us/egweb/EMSD/Dispute%201019.pdf>.
  5. Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  6. Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egweb/PerDiem%201019.pdf>.
  7. Based on the information available to Carrier as of the date of this invoice:
    - (i) the invoice is consistent with Federal Maritime Commission rules in respect to damage and detention; and
    - (ii) the information provided by the Carrier does not constitute a contribution to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478614



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75244

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :USZ000468  
INVOICE NO. :PF 2302011945 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/2

CONTACT: THIERRY FRANCK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL: thierryturquet@evergreen-shipping  
OFFICE : USDS-LOG

CONSIGNEE CONTAINER REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
BSH HOME APPLIANCES CORPORATION (FINISHED GOOD WAR KIT)269575 TRLZ4097923 560299961237 2022/11/02 2023/01/08 2023/01/10 4 3 2022/11/08 60.00								
MI VIRGINIA INTL GATEWAY								
Container Available Date: 2022/11/02								
							SUB TOTAL	60.00
							GRAND TOTAL	60.00
							PAID	.00
							OUTSTANDING	60.00

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EITU269575	PF2302011859	600.00
EITU269575	PF2212015962	5,100.00
EITU269575	PF2302011945	60.00
EITU269575	PF2302011958	3,750.00



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :USZ000468  
INVOICE NO. :PF 2302011945 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 2/2

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : USDLS-LOG

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges, penalties or amounts incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/sgswah/DMOT\\_Dispute20110109.pdf](https://www.evergreen-shipping.us/sgswah/DMOT_Dispute20110109.pdf).
  5. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  6. Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/sgswah/PerDiemRate20110109.pdf>.
  7. Based on the information available to Carrier as of the date of this invoice:
    - (i) the invoice is consistent with Federal Maritime Commission rules;
    - (ii) Carrier's performance did not contribute to the underlying invoice charges.

ALL CHECKS MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JF MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



**DALLAS OFFICE**

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

**PER DIEM INVOICE**

CLIENT NO. USZ0000468  
INVOICE NO. #P 2302011874 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CONTACT: THERESA FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thieracynquet@evergreen-shipping.us  
OFFICE : DUEDE-LOG

CONSIGNEE CONTAINER CHASSIS REMARKS END	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
-----								
B S N HOME APPLIANCES CORPORATION GA006326757	56029984245	2022/11/30	2022/11/30	2023/01/03 2022/12/14	14	20	3,000.00	
-----								
UNKNOWN								
-----								
VIRGINIA INTL GATEWAY								
-----								
Container Available Date: 2022/11/30								
							SUB TOTAL	3,000.00
							GRAND TOTAL	3,000.00
							PAID	.00
							OUTSTANDING	3,000.00

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of receipt of invoice. If the Motor Carrier/Customer disputes its disagreement with any charges it believes to be incorrect, Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreenshipping.us/egswb/DMTE Dispute 20110109.pdf](https://www.evergreenshipping.us/egswb/DMTE%20Dispute%2020110109.pdf).
  5. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreenshipping.us/egswb/DMTE Policy20210817.pdf](https://www.evergreenshipping.us/egswb/DMTE_Policy20210817.pdf)
  7. Based on the information available to Carrier as of the date of this invoice:
    - (i) the invoice is consistent with Federal Maritime Commission rules
    - (ii) no contract violation, detention and demurrage;
    - (iii) Carrier's performance did not cause or contribute to the underlying inventory charges.

ALL CHQUES MUST BE DEPOSITED PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO: TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

**DALLAS OFFICE**

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO. : USZ000468  
INVOICE NO. : PP 2302011859 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 2 / 2

CONTACT: THIERRY FRANK TURQUET  
TEL : 1-972-2465331  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : USZ00-LOG

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

- Remarks:**
- 1. This invoice is due and payable when rendered.
  - 2. Remittance is to be mailed to the address above.
  - 3. Please show invoice number and client number on remittance.
  - 4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence any dispute with any carrier's charges to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/gswsh/DMDT\\_Policy\\_20211019.pdf](https://www.evergreen-shipping.us/gswsh/DMDT_Policy_20211019.pdf).
  - 5. Otherwise, Evergreen deems all bills rendered to be billed accurately and the payment should be received by the date specified.
  - 6. Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/gswsh/Policy/PerDiem.pdf>.
  - 7. Based on the information available to Carrier as of the date of this invoice:
    - (i) The invoice is consistent with Federal Maritime Commission rules
    - (ii) The invoice is not to denigrate and defame
    - (iii) Carrier's performance did not cause or contribute to the underlying invoiced charges

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JF MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

**DALLAS OFFICE**

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO.: USZ0000468  
INVOICE NO.: PP 2302011859 001  
INVOICE DATE: 2023-02-23  
DUE DATE: 2023-03-27  
PAGE: 1 / 2

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CONTACT: THERRY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL: [therryturquet@evergreen-shipping.us](mailto:therryturquet@evergreen-shipping.us)  
OFFICE : DUNE-100

CONSIGNEE CONTAINER CHARGES REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	DAYS	BILL DAYS	TOTAL	PAID
-----								
BSH HOME APPLIANCES CORPORATION (FINISHED GOOD WAR								
EITUI269575								
TRL24097923	560299961237	2022/11/02	2022/12/09	2023/01/07	4	30		
				2022/11/08			600.00	
MI	VIRGINIA INTL GATEWAY							
-----								
Container Available Date: 2022/11/02								
							SUB TOTAL	600.00
							GRAND TOTAL	600.00
							PAID	0.00
							-----	
							OUTSTANDING	600.00

BELOW IS A LIST OF CONTAINERS THAT ARE BILLING UNDER MULTIPLE INVOICES

CONTAINER	INVOICE	AMOUNT
EITU1269575	PF2302011859	600.00
EITU1269575	PF2212015962	5,100.00
EITU1269575	PF2302011945	60.00
EITU1269575	PF2302011958	3,750.00



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

**DALLAS OFFICE**

TOLLWAY PLAZA | 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO.: USZ0000468  
INVOICE NO.: PP 2302010463 001  
INVOICE DATE: 2023-02-23  
DUE DATE: 2023-03-27  
PAGE: 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANK TURQUET  
TEL: 1-972-2465531  
FAX: 1-972-2465504  
E-MAIL: [Thierryturquet@evergreen-shipping.us](mailto:Thierryturquet@evergreen-shipping.us)  
OFFICE: USDELS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
KUNGIU TIRE EGHUS492044 TAX4217214	040200439197	2023/01/19	2023/01/19	2023/01/27 2023/01/25	4	2	40.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/19								
SUB TOTAL							40.00	
GRAND TOTAL							40.00	
PAID							.00	
OUTSTANDING							40.00	

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any item it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/sgsweb/DMT/Dispute\\_20210119.pdf](https://www.evergreen-shipping.us/sgsweb/DMT/Dispute_20210119.pdf).
  5. Otherwise, Evergreen deems all client invoices to be billed accurately and the payment should be received by the due date.
  6. Please find Evergreen per-diem rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/sgsweb/DMT/Policy\\_20210817.pdf](https://www.evergreen-shipping.us/sgsweb/DMT/Policy_20210817.pdf)
  7. Based on the information available to Carrier as of the date of this invoice:
    - (i) the invoice is consistent with Federal Maritime Commission rules
    - (ii) respect to cargo claims, damage and detention; and
    - (iii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO : EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

**APXEXB00328**

**00366**





EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010461 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES TGBU623195 DCL25002996	040200419137	2023/01/16	2023/01/16	2023/01/23 2023/01/20	4	1	20.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/16								
SUB TOTAL							20.00	
GRAND TOTAL							20.00	
PAID							.00	
OUTSTANDING							20.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010460 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RGRU5481435 MSC4182984	040200430882	2023/01/17	2023/01/17	2023/01/26 2023/01/23	4	3	60.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/17								
SUB TOTAL							60.00	
GRAND TOTAL							60.00	
PAID							.00	
OUTSTANDING							60.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010443 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES TCNU2404347 DCL24082852	040200439197	2023/01/19	2023/01/19	2023/01/30 2023/01/25	4	3	60.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/19								
SUB TOTAL							60.00	
GRAND TOTAL							60.00	
PAID							.00	
OUTSTANDING							60.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010442 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RITU1728925 TLX42479009	040200419137	2023/01/19	2023/01/19	2023/01/26 2023/01/25	4	1	20.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/19								
SUB TOTAL							20.00	
GRAND TOTAL							20.00	
PAID							.00	
OUTSTANDING							20.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00329

00367





## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010439 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RITU1945900 TAXE4581150	040200419137	2023/01/17	2023/01/17	2023/01/24 2023/01/23	4	1	20.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/17								
SUB TOTAL							20.00	
GRAND TOTAL							20.00	
PAID							.00	
OUTSTANDING							20.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010433 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RHMUS220869	040200439197	2023/01/20	2023/01/20	2023/01/31 2023/01/26	4	5	100.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/20								
SUB TOTAL							100.00	
GRAND TOTAL							100.00	
PAID							.00	
OUTSTANDING							100.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010432 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES GAOU6466086 TLXK4579773	040200419137	2023/01/20	2023/01/20	2023/01/27 2023/01/26	4	1	20.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/20								
SUB TOTAL							20.00	
GRAND TOTAL							20.00	
PAID							.00	
OUTSTANDING							20.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

## DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

## PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010431 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES FCIU7289050 APMK4050207	040200439197	2023/01/19	2023/01/19	2023/01/26 2023/01/25	4	1	20.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/19								
SUB TOTAL							20.00	
GRAND TOTAL							20.00	
PAID							.00	
OUTSTANDING							20.00	

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00330

00368





EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010423 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
KUMHO TIRIS								
RISUS363970								
FLXK4444080	235201823337	2023/02/06	2023/02/06	2023/02/17	4	7	140.00	
				2023/02/10				
	SAVANNAH PORT AUTHORITY							

Container Available Date: 2023/02/06

SUB TOTAL 140.00  
GRAND TOTAL 140.00  
PAID .00  
OUTSTANDING 140.00

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link: <https://www.evergreen-shipping.us/egsweb/DMDT/Dispute/20211019.pdf>. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link: <https://www.evergreen-shipping.us/egsweb/DMDT/Policy/20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010421 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
KUMHO TIRIS								
TCNU2419347								
POCE4019442	040200430882	2023/01/18	2023/01/18	2023/01/26	4	2	40.00	
				2023/01/24				
	SAVANNAH PORT AUTHORITY							

Container Available Date: 2023/01/18

SUB TOTAL 40.00  
GRAND TOTAL 40.00  
PAID .00  
OUTSTANDING 40.00

Remarks:

- This invoice is due and payable when rendered.
- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link: <https://www.evergreen-shipping.us/egsweb/DMDT/Dispute/20211019.pdf>. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link: <https://www.evergreen-shipping.us/egsweb/DMDT/Policy/20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010413 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
KUMHO TIRIS								
EMCUS592412								
TLXK25195622	040200430882	2023/01/18	2023/01/18	2023/02/01	4	8	160.00	
				2023/01/24				
	SAVANNAH PORT AUTHORITY							

Container Available Date: 2023/01/18

SUB TOTAL 160.00  
GRAND TOTAL 160.00  
PAID .00  
OUTSTANDING 160.00

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- Please find Evergreen per-diem rule and applicable rate in below link: <https://www.evergreen-shipping.us/egsweb/DMDT/Policy/20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. : US2000468  
INVOICE NO. : PF 2302010407 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US056-LOG

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST FREE D. DAYS	DAYS			
CHASSIS								
REMARK								
ERD								
KUMHO TIRIS								
EMCUS731744								
TLXK4224937	040200430882	2023/01/19	2023/01/19	2023/01/26	4	1	20.00	
				2023/01/25				
	SAVANNAH PORT AUTHORITY							

Container Available Date: 2023/01/19

SUB TOTAL 20.00  
GRAND TOTAL 20.00  
PAID .00  
OUTSTANDING 20.00

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- Please find Evergreen per-diem rule and applicable rate in below link: <https://www.evergreen-shipping.us/egsweb/DMDT/Policy/20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00331

00369





TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

**PER DIEM INVOICE**

CLIENT NO. : USZ000468  
INVOICE NO. : PF 2302010404 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

CONTACT: THIERRY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : [thierryturquet@evergreen-shipping.us](mailto:thierryturquet@evergreen-shipping.us)  
NEWARK NJ 07105  
UNITED STATES

CONSIGNEE CONTAINER CROSS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES BM005385864 TLX5262295	040200439197	2023/01/20	2023/01/20	2023/01/30 2023/01/26	4	2	40.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/20								
						SUB TOTAL	40.00	
						GRAND TOTAL	40.00	
						PAID	.00	
						OUTSTANDING	40.00	

## Remarks:

1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/Customers shall respond to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping-us.com/EGSWEB/DMT Dispute 20211019.pdf](https://www.evergreen-shipping-us.com/EGSWEB/DMT%20Dispute%2020211019.pdf).
5. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
6. Please find Evergreen's Dispute Resolution rule and applicable rate in below link:  
[https://www.evergreen-shipping-us.com/EGSWEB/DMT\\_Policy20210817.pdf](https://www.evergreen-shipping-us.com/EGSWEB/DMT_Policy20210817.pdf)
7. Based on the information available to Carrier as of the date of this invoice:
  - (i) the invoice is consistent with Federal Maritime Commission rules
  - (ii) the invoice is accurate and free of fraud, misstatement and detention; and
  - (iii) Carrier's performance did not cause or contribute to the underlying invoice charges.

ALL CHECKS MUST BE DEPOSITED PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO: TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

CLIENT NO.: USZ000468  
INVOICE NO.: PF 2302010393 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

SCAC : ZREP  
ZARIZ TRANSPORT INC.

678 DOREMUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
SHIPPING NUMBER :

CONSIGNEE CONTAINER CLASS REMARK ERD	REFERENCE	PICK UP DATE	PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES EGHU5320332 KKLZ6018597	040200439197	2023/01/19		2023/01/19	2023/01/26 2023/01/25	4	1	20.00	
SAVANNAH PORT AUTHORITY									
Container Available Date: 2023/01/19									
SUB TOTAL								20.00	
GRAND TOTAL								20.00	
PAID								0.00	
OUTSTANDING								20.00	

## Remarks:

1. This invoice is due and payable when rendered.
2. Remittance is to be mailed to the address above.
3. Please show invoice number and client number on remittance.
4. The Motor Carrier/customer will respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy\\_20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy_20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
5. Please find Evergreen's payment terms, rule and applicable rate in below link:  
[https://www.evergreen-shipping.us/egsweb/DMDT\\_Policy\\_20210817.pdf](https://www.evergreen-shipping.us/egsweb/DMDT_Policy_20210817.pdf)
6. Based on the information available to Carrier as of the date of this invoice:
- (i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and
  - (ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHECKS MUST BE DEPOSITED PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75244

PER DIEM INVOICE

CLIENT NO. : USZ000468  
INVOICE NO. : PF 2302010388 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DORMEUS AVE USA

NEWARK NJ 07105  
UNITED STATES

CONTACT: THIERRY FRANK TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierzyturquet@evergreen-shipping.us

CONSIGNEE	REFERENCE	PICK UP DATE	BILL PERIOD	FROM TO	FREE	BILL	TOTAL	PAID
CONTAINER		PICK UP LOC		LAST	FREE D.	DAYS		
CHASSIS								
REMARK								
ERD								
KUMHO TIRE								
TRU71102S8								
DCLZ5000669	040200430882	2023/01/18	2023/01/18	2023/01/27	4	3		
				2023/01/24			60.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/18								
SUB TOTAL							60.00	
GRAND TOTAL							60.00	
PAID							.00	
OUTSTANDING							60.00	

## Remarks:

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customers who respond in writing to Evergreen's invoices within 30 days of the invoice date, and do not dispute the evidence of its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shippping.us/egswb/DMT/Dispute\\_20110109.pdf](https://www.evergreen-shippping.us/egswb/DMT/Dispute_20110109.pdf).
  5. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  6. Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shippping.us/egswb/DMT/Policy2010817.pdf>
  7. Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to storage and detention; and  
(ii) Carrier's Performance Score does not cause it to contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248  
WIRE TRANSFER TO : EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZEEZ  
ZARIS TRANSPO INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO.: USZ000468  
INVOICE NO.: PF 2302010385 001  
INVOICE DATE: 2023-02-23  
DUE DATE : 2023-03-27  
PAGE : 1/1

CONTACT: THIERRY TURQUET  
TEL : 1-972-2465551  
FAX : 1-972-2465550  
E-MAIL : [thierryturquet@evergreen-shipping.us](mailto:thierryturquet@evergreen-shipping.us)  
EVERGREEN SHIPPING

CONSIGNEE CONTAINER CHASSIS REMARK	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMBO TIRES KUTUP143710 DCS27458208	040200439197	2023/01/19	2023/01/19	2023/01/31 2023/01/25	4	6	120.00	
SAVANNAH PORT AUTHORITY								
Container Available Date: 2023/01/19								
SUB TOTAL							120.00	
GRAND TOTAL							120.00	
PAID							.00	
OUTSTANDING							120.00	

## Remarks:

- Remarks:
1. This invoice is due and payable when rendered.
  2. Remittance is to be mailed to the address above.
  3. Please show invoice number and client number on remittance.
  4. The Motor Carrier/Customers shall respond in writing to Evergreen's invoices within 30 days of the invoice date, or provide adequate evidence of its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egswest/DMDT\\_Dispute\\_20211019.pdf](https://www.evergreen-shipping.us/egswest/DMDT_Dispute_20211019.pdf).
  5. Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
  6. Please find Evergreen per-diem rule and applicable rates in below link:  
[http://www.evergreen-shipping.us/egswest/DMDT\\_Policy2010817.pdf](http://www.evergreen-shipping.us/egswest/DMDT_Policy2010817.pdf)
  7. Based on the information available to Carrier as of the date of this invoice:
    - (i) the invoice is consistent with Federal Maritime Commission rules with respect to damage and detention;
    - (ii) Carrier's Preform and/or Cause do not contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA 1, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO BANK NAME : EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

**APXEXB00332**

00370





EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302010384 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RITU1025687 TLX4295817	040200439197	2023/01/19	2023/01/19	2023/01/30 2023/01/25	4	3	60.00	
SAVANNAH PORT AUTHORITY								

Container Available Date: 2023/01/19

SUB TOTAL 60.00  
GRAND TOTAL 60.00  
PAID .00  
OUTSTANDING 60.00

Remarks:

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- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302010383 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES RISU9331186 MAREC6910060	040200439197	2023/01/19	2023/01/19	2023/01/27 2023/01/25	4	2	40.00	
SAVANNAH PORT AUTHORITY								

Container Available Date: 2023/01/19

SUB TOTAL 40.00  
GRAND TOTAL 40.00  
PAID .00  
OUTSTANDING 40.00

Remarks:

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[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414



EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

DALLAS OFFICE

TOLLWAY PLAZA I 16000 NORTH DALLAS PARKWAY SUITE 400, DALLAS, TX 75248

PER DIEM INVOICE

SCAC : ZRZP  
ZARIZ TRANSPORT INC.  
678 DOREMUS AVE USA  
NEWARK NJ 07105  
UNITED STATES

CLIENT NO. :US2000468  
INVOICE NO. :PF 2302010370 001  
INVOICE DATE:2023-02-23  
DUE DATE :2023-03-27  
PAGE : 1/1

CONTACT: THIERRY FRANCE TURQUET  
TEL : 1-972-2465531  
FAX : 1-972-2465504  
E-MAIL : thierryturquet@evergreen-shipping.us  
OFFICE : US0LS-LOG

CONSIGNEE CONTAINER CHASSIS REMARK ERD	REFERENCE	PICK UP DATE PICK UP LOC	BILL PERIOD	FROM TO LAST FREE D. DAYS	FREE DAYS	BILL DAYS	TOTAL	PAID
KUMHO TIRES TLU7865297 NED24016506	040200430882	2023/01/18	2023/01/18	2023/01/30 2023/01/24	4	4	80.00	
SAVANNAH PORT AUTHORITY								

Container Available Date: 2023/01/18

SUB TOTAL 80.00  
GRAND TOTAL 80.00  
PAID .00  
OUTSTANDING 80.00

Remarks:

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- Remittance is to be mailed to the address above.
- Please show invoice number and client number on remittance.
- The Motor Carrier/Customer shall respond in writing to Evergreen's invoices within 30 days of the invoice date, documenting with appropriate evidence its disagreement with any charges it believes to be incorrect. Evergreen's dispute resolution process may be found at the following link:  
[https://www.evergreen-shipping.us/egsweb/DMDT/Dispute 20211019.pdf](https://www.evergreen-shipping.us/egsweb/DMDT/Dispute%20211019.pdf).  
Otherwise, Evergreen deems all invoices to be billed accurately and the payment should be received by the due date.
- Please find Evergreen per-diem rule and applicable rate in below link:  
<https://www.evergreen-shipping.us/egsweb/DMDT/Policy20210817.pdf>.
- Based on the information available to Carrier as of the date of this invoice:  
(i) the invoice is consistent with Federal Maritime Commission rules with respect to demurrage and detention; and  
(ii) Carrier's performance did not cause or contribute to the underlying invoiced charges.

ALL CHEQUES MUST BE MADE PAYABLE TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
MAIL TO : TOLLWAY PLAZA I, 16000 NORTH DALLAS PARKWAY, SUITE 400 DALLAS TX 75248 US  
WIRE TRANSFER TO EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION  
BANK NAME : JP MORGAN CHASE  
BANK CODE ROUTING NUMBER : 111000614  
BANK A/C NO. : 1576478414

APXEXB00333

00371

**SCHEDULE “B”**



328743  
FORM 2  
H03UNIFORM INTERMODAL INTERCHANGE  
AND  
FACILITIES ACCESS AGREEMENT

(A Program of the Intermodal Association of North America)

## Participating Party Agreement

The Party named below agrees that by executing the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) it will be bound by the provisions of the UIIA, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement, which govern the interchange and use of Equipment in intermodal interchange service. The Provider named below agrees that in its interchange activities with Motor Carrier participants who are signatories to the Agreement, this Agreement will be the only Agreement it will use, unless superseded in whole by a separate bilateral written equipment interchange agreement.

This Agreement shall be effective unless cancelled in writing, by mutual consent of the Parties, or by any Party upon thirty (30) days prior Notice to the other Party. A copy of the required written Notice must be provided to the President of IANA at the time it is issued. [Revised 08/01/14]

COMPANY NAME: Zariz Transport Inc.AUTHORIZED BY: (Print or Type) Yaakov GuzelgulSIGNATURE: [Signature] TITLE: Director Of Operations

BUSINESS ADDRESS: 78 John Miller Way Suite 3263 Kearny  
(Mailing Address) No. Street City  
NJ 07032 (201)719-9902 (845)570-3415 pinchas@zariztransport.com  
State/Province Zip/Postal Code Phone No. Fax E-Mail

Indicate Nature of Business: ☒ Motor Carrier ☐ ProviderIf Motor Carrier, please check all that apply to your business operations: ☐ Smartway Carrier☒ For Hire ☐ Private ☒ Interstate ☒ Intrastate ☒ Commercial Zone/Terminal Area OperatorStandard Carrier Alpha Code (SCAC): ✓MC Number: 114947 ✓ DOT Number: 3163104 ✓

Tax Identification No. or Canadian Business Number: \_\_\_\_\_

The provisions of this agreement shall become effective on the date accepted by the Association of the above named carrier and published in the list of subscribers or supplements thereto.

Acceptance Date: 9/13/18By: Debbie SaskoAssistant Vice President  
Intermodal Information Services

Due to GDPR, if you are an EU resident, please check below:

☐ I have read and accepted the IANA Privacy Policy: <http://intermodal.org/privacy-policy>☐ I have read and provide consent to the use of my personal data: <http://intermodal.org/forms/eu-gdpr>

\*\*REDACTED\*\*

APXEXB00335

00373

328743

NG

Signature Page of the Evergreen Addendum:  
(Please note that this page must be notarized)

**ORIGINAL**

AGREED TO THIS 3 DAY OF 10/18

[Signature]  
Evergreen Shipping Agency  
(America) Corporation  
By:

RECEIVED

OCT 24 2018

IANA

Company Name: Zariz transport inc

Signature: [Signature]

Address/City/State: Bayonne NJ 07002

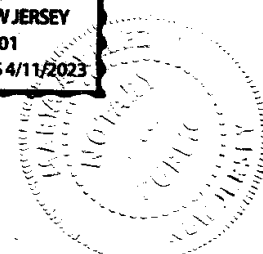
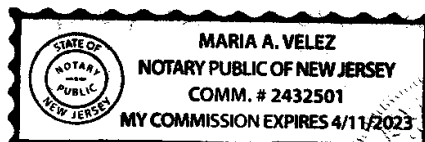
Phone: 201-719-9902 Fax: \_\_\_\_\_

Email Address: CustomerService@Zariztransport.com

EFFECTIVE: AUGUST 1, 2004  
IIEC Revision: SEPTEMBER 21, 2018  
Revised: October 1, 2018

STATE OF NJ  
COUNTY OF Essex

Sworn to (or affirmed) and subscribed before me  
this 9 day of Oct, 2018, by Zariz transport  
[Signature] [Signature]  
Notary Public's Signature Notary Name  
My Commission Expires on 4/11/23





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A program of the Intermodal Association of North America

## **MOTOR CARRIER QUICK REFERENCE GUIDE FOR COMPLETING THE EVERGREEN ADDENDUM**

- Each addendum **must be NOTARIZED** on last page, which is the signature page to the Addendum.
- **Complete and sign the signature page of the Evergreen Addendum (last page).** Make sure your company name and address are correct.
- **Email** one notarized copy to our office at [uiia@intermodal.org](mailto:uiia@intermodal.org) or fax to **301-982-3414 or 301-982-5478.**
- **Only Evergreen addenda that are submitted online, sent via e-mail or by fax will be accepted. Effective October 5, 2020, we will no longer accept mailed copies of the Evergreen addenda.**

### **NOTE:**

**In addition, your insurance agent will need to submit an ACORD 22 Certificate of Insurance to the UIIA office showing Evergreen Shipping Agency (America) Corp as an additional insured on your Auto Liability, General Liability and Trailer Interchange Policy.**

**Please make sure your agent checks the box under the description of operations on the ACORD 22 form and also checks all the UIIA EPs that your company currently does business with under the UIIA on Form 5B when providing the additional insured information.**

**If you have any questions, please feel free to contact our office at 877-438-8442.**

Evergreen Shipping Agency (America) Corporation Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following terms and conditions shall constitute an addendum to the Uniform Intermodal Interchange and Facilities Access Agreement dated between the Intermodal Association of North America and \_\_\_\_\_ (name of motor carrier) (hereinafter, the "UIIA Agreement").

The terms and conditions of this addendum shall be binding on \_\_\_\_\_ [NAME OF MOTOR CARRIER] and Evergreen Shipping Agency (America) Corporation (hereinafter "Evergreen") which is a member of the Intermodal Association of North America and is a Provider as defined in the Uniform Intermodal Interchange and Facilities Access Agreement (hereinafter the UIIA Agreement). The terms and conditions of the UIIA Agreement shall be incorporated herein and binding on the parties hereto as if is set forth at length

For purposes of this addendum, the following definitions, are in addition to the definitions set out in the UIIA Agreement shall apply.

1. Acceptance of Equipment at Interchange and Disposal of Dunnage

The Motor Carrier's acceptance of the Equipment as evidence by execution of the EIR at the time of Interchange is at the Motor Carrier's risk. The Motor Carrier is responsible for removing all dunnage, debris or contamination from the Equipment at its own cost and expense prior to redelivering the Equipment to Evergreen. In the event the Motor Carrier fails to comply with this provision, then such removal shall be performed by Evergreen or its contractors or agents and the expense of such will be charged to the Motor Carrier, including the removal of the placards for hazardous cargo.

2. Use of Equipment by the Carrier

- (a) The Motor Carrier shall be deemed to have complete possession and control of the Equipment during the Interchange Period.
- (b) The Motor Carrier shall be responsible for all claims for cargo loss, damage or delay occurring during the Interchange Period.
- (c) In the event the Equipment is either damaged and/or towed and/or transported during the Interchange Period, or becomes subject to or liable for any traffic violations, fines or penalties, Motor Carrier shall make immediate payments of such costs, fees, charges, or penalties or fines, which may result. These payments are the sole liability of Motor Carrier.
- (d) The Motor Carrier shall at all times insure that all registration papers are kept with the Equipment and shall not remove or deface any markings or other indication of Evergreen's ownership thereof. The Motor Carrier shall not suffer or permit any lien to be placed upon the Equipment. If the Equipment is seized or attached by judicial process as a result of the act, fault or neglect of the Motor Carrier, the Motor Carrier shall promptly notify Evergreen thereof and shall secure the release thereof within five (5) days, failing which Evergreen may (but shall not be obligated to) secure such release for the Motor Carrier's account.
- (e) The Motor Carrier shall bear and pay all ton mileage (weight distance) taxes and Federal Highway use taxes and similar taxes incident to the use of the Equipment during the use period. Vehicle registration fees and taxes and similar taxes and fees incident to ownership of the Equipment shall be borne and paid by Evergreen.

3. Use Charges

The Motor Carrier shall pay to Evergreen the following amounts as Use Charges: 1.) 1<sup>st</sup> Excess Period charges and 2.) 2<sup>ND</sup> Excess Period charges, on a per-diem basis, for its possession of the Equipment during the Interchange Period, as provided in the Table of Equipment Detention Charges & Free Time below:

- a). The Motor Carrier shall be allowed Free Time, inclusive of the day it receives the Equipment, during which time no Use Charges are payable by Motor Carrier to Evergreen. Free Time **excludes** Saturday, Sunday and legal Holidays but includes return day. For purposes of this Addendum, "Free Time" shall mean the period of time during the use period that Evergreen allows the Motor Carrier to use such Equipment without having to pay use charges.
- b). The Motor Carrier shall pay to Evergreen, Excess Period charges on the Equipment for each day beginning on the day after Free Time and ending on the day of return of the Equipment, or ending on the day of expiration of the 2nd Excess Period, whichever first occurs, **including** Saturdays, Sundays, and legal Holidays. For purposes of this Addendum, the term "day" shall be a 24 hour period ending at 12:00 midnight, or any fraction of such a period.

- c). In addition to the Excess Period charges, specified in section b, above, the Motor Carrier shall pay to Evergreen, 2nd Excess Period charges on the Equipment for each day elapsed beginning on the day following the expiration of the Excess Period to the day of return of the Equipment, **including** the day of return, Saturday, Sundays, and legal Holidays.
- d). Where the Equipment consists of a dry container (not reefer) which the Motor Carrier has taken possession of and if such dry container is used in connection with a Double Move (defined as inland transportation whereby Motor Carrier transfers the mode from full import container to full export container in one single move) the Motor Carrier must access IANA's street turn application (SIA) via link on navigation bar or by going to directly to [www.streetinterchange.com](http://www.streetinterchange.com) or EGA's [shipmentchain.com](http://shipmentchain.com) to submit the street turn request for approval that Motor Carrier may use the container for export. Upon Evergreen's approval, the start date for export use will begin and Motor Carrier will be allowed four additional business days free time, excluding Saturday, Sunday and legal Holidays but including return day. After the Free Time is used, Motor Carrier is responsible for paying any and all Excess Period and 2nd Excess Period charges to Evergreen, as described in the Table Of Equipment Detention Charges And Free Time, as described below. If Motor Carrier fails to submit the street turn request by above mentioned websites within 7 days after container is returned as export load, the per diem will be charged to the Motor Carrier and no additional free time will be allowed for export container. In the circumstance, where the street turn also involves a street interchange where two Motor Carriers are involved, the export Motor Carrier will be the Party held responsible for the per diem charges and no additional free time will be allowed for the export container.
- e). No Free Time will be allowed if any Equipment, which was originally picked up by the Motor Carrier for export booking, is returned as "Empty" for any reason. The Motor Carrier shall pay Evergreen the Excess Period charges and/or 2nd Excess Period charges on the Equipment as set forth in Table Of Equipment Detention Charges & Free Time.
- f). Evergreen shall invoice the Motor Carrier for Use Charges and such charges shall be due and payable within 30 days of the invoice date. Any payment not received by Evergreen within thirty (30) days of the invoice day shall accrue interest from the thirty-first (31st) day at the highest interest rate allowed by law.
- g). Evergreen's failure to take action to collect Use Charges shall not constitute a waiver of its rights to do so.
- h). When bare pool or non pool chassis provided by or on behalf of Evergreen have been used by the Motor Carrier to return Evergreen's loaded export container or Evergreen's empty import container to Evergreen's designated facility in accordance with Section E.1. of the UIIA Interchange Agreement remain in Motor Carrier's possession for two business days after the return Interchange of such containers, chassis per diem will be billed commencing the third day from such Interchange as per the per diem rate table below provided that the Motor Carrier does not make an additional container move within the aforesaid two business days after the return Interchange specified above.
- i). Motor Carrier shall be responsible for any and all costs, including Evergreen's legal expenses and attorney fees associated with collecting per-diem charges.

#### TABLE OF EQUIPMENT DETENTION CHARGES & FREE TIME AT ALL US STATES

For Both Import and Export

Type of Equipment	Standard Free Time (SFT)	1 <sup>st</sup> Excess period 1 <sup>st</sup> to 5 <sup>th</sup> calendar days	2 <sup>nd</sup> Excess Period From 6 <sup>th</sup> Calendar day
20'/40'/45' Dry Container	4 business days + day of pick-up	\$110.00 per day	\$150.00 per day
	Standard Free Time (SFT)	1 <sup>st</sup> Excess period 1 <sup>st</sup> to 4 <sup>th</sup> calendar days	2 <sup>nd</sup> Excess Period From 5 <sup>th</sup> Calendar day
Refrigerated Container	3 business days + day of pick-up	\$300.00 per day	\$350.00 per day
Flatbed, Flat Racks, Open Tops, Tanks	4 business days + day of pick-up	\$200.00 per day	\$230.00 per day

Note 1.) The Motor Carrier shall be allowed four (4) working days free time for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for refrigerated container; four (4) working days free time for refrigerated containers loaded with dry cargoes plus pickup day, excluding Saturday, Sunday and legal holidays. Free time includes return day.

Note 2.) The 1<sup>st</sup> Excess Period will commence immediately upon the end of the Free Time and end on the day of return of the Equipment, or on the start of the 2<sup>nd</sup> Excess Period, whichever first occurs. Saturdays, Sundays, and legal Holidays are included in computing the Excess Period.

Note 3.) The 2<sup>nd</sup> Excess Period will commence immediately upon the end of the 1<sup>st</sup> Excess Period and will continue through to the day of return of the Container. Saturdays, Sundays, and legal Holidays are included in computing the 2<sup>nd</sup> Excess Period.

Note 4.)

(A) This rule governs per-diem charges where a Service Contract provides for Contractual Free Time ("CFT") that is greater than Standard Free Time ("SFT"). Saturdays, Sunday and legal Holidays shall be included in computing Excess Periods.

(B) The Motor Carrier shall pay per-diem charges for each day past CFT until the day the Container is returned by the Motor Carrier to the designated place or location.

(C) The per-diem Excess Period shall be calculated up to the date of return as follows:

- (1) If CFT is greater than SFT plus 1<sup>st</sup> Excess Period, the per-diem shall be charged at the rate of "2<sup>nd</sup> Excess Period.
- (2) If CFT is greater than SFT, but less than the total number of days of the SFT plus the First Excess Period, per diem will be charged as follows:
  - (a) Gap period: The period between the end of CFT and the expiration of the last day of the combined total of the SFT plus the First Excess Period.
  - (b) When the container is returned during the gap period, the First Excess Period charge rate shall be applicable from the first day after CFT expires up until the return day of the container.
  - (c) When the container is returned after the combined SFT plus the first excess period, per diem will be charged on the basis of (i) the total of all first excess period charges applicable during the Gap Period set forth in (a) above plus (ii) second excess period charges which shall be assessed starting the day after the expiration of the Gap Period in (a) above and terminating upon the actual return date of the container.

#### Chassis Used for Both Import & Export

Type of Equipment	Standard Free Time (SFT)	Excess Period
Chassis Used for 20'/40'/45' Dry Container	4 business days + day of pick-up	\$20.00 per day
Chassis Used for Refrigerated Container	3 business days + day of pick-up	\$20.00 per day
Chassis Used for Flatbed, Flat Racks, Open Tops, Tanks	4 business days + day of pick-up	\$20.00 per day
Bare Chassis	No Free Time	\$95.00 per day
Bare Gen-Set Chassis	No Free Time	\$145.00 per day

Note:

The Motor Carrier shall be allowed four (4) working days free time for chassis used for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for chassis used for refrigerated container; four (4) working days free time for refrigerated containers loaded with dry cargoes plus pickup day, excluding Saturday, Sunday and legal holidays. Free time includes return day. The Excess Period will commence immediately upon the end of the Standard Free Time and end on the day of return of the Equipment.

#### 4. Maintenance and Equipment Repairs

- a) From the time of delivery until return of the Equipment, the Equipment shall be maintained by Motor Carrier, at Motor Carrier's cost and expense, in as good condition as when delivered, ordinary wear and tear excepted, subject to the provisions of the followings sub-paragraphs of this Article 5.



- b) In the event the Equipment is damaged during the Use Period, the Motor Carrier shall repair and restore the same, at its own cost and expense, to the same condition as when delivered, ordinary wear and tear excepted. For purposes of this sub-paragraph, damage shall include, but not be limited to repairs or maintenance necessitated by improper use or abuse of Equipment. The Motor Carrier shall still pay Evergreen Use Charge until the date of return of the repaired Equipment.
- c) Motor Carrier shall absorb any costs of repairs for ordinary over-the-road maintenance and service of Equipment during the Use Period if the costs are \$50 or less. Any item of ordinary over-the-road maintenance and service of the Equipment during the Use Period shall be borne and paid by Evergreen if (1) the costs thereof exceeds \$50.00; (2) the maintenance and service has been authorized by Evergreen prior to the commencement of any work in writing, (3) such authorization can be verified by Evergreen, (4) the cost thereof is billed by the Motor Carrier to Evergreen in accordance with Section E.3.c.(3) of the UIIA after completion of the work and (5) Motor Carrier supplies evidence as to the completion of the work. All other maintenance and service during the Use Period shall be borne and paid by the Motor Carrier.
- d) In the event of a blowout or failure of any tire or tube during the Use Period, the Motor Carrier shall replace the same. The repair of simple flats shall be the responsibility and for the account of the Motor Carrier. Photographic evidence of damaged tires will be provided to the Provider in accordance with Section E.4. and the Supplement to Exhibit C of the UIIA for the purpose of assignment of responsibility for the tire damage as well as request of reimbursement of charges to the Motor Carrier, if applicable. Based on the photographic evidence, if the tire(s) weren't maintained or run flat the Provider will invoice Motor Carrier for the reasonable tire(s) repair/replacement costs.
- e) Refrigeration and Heating
  - (i) At the time of interchange of a loaded unit under heat or refrigeration, interior air of the unit shall be at the required temperature range. The mechanical unit and/or Genset shall be in satisfactory operational condition and shall have an appropriate fuel level in the tank.
  - (ii) Evergreen shall protect the liquid cooling system of such mechanical unit against freezing damage by application of sufficient permanent anti-freeze solution to prevent freezing at a temperature not less than minus 20 degrees F. The type of solution and degree of protection afforded shall be shown on a tag attached securely to unit.
  - (iii) Motor Carrier shall be responsible for further protecting the mechanical unit where temperatures lower than above minimum may occur while in its possession. In furnishing this protection the same type of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
  - (iv) Motor Carrier shall provide proper maintenance to heating and refrigeration units when the Equipment contains commodities requiring temperature control.
  - (v) If any mechanical refrigerating or heating units forming part of the Equipment shall require repairs during the Use Period, the same shall be made by the Motor Carrier with written approval from Evergreen. If any replacement parts are required to effect such repairs and the repairs are not occasioned by the Motor Carrier's improper use or abuse of the units, the cost of such replacement parts will be reimbursed by Evergreen to the Motor Carrier promptly after return of the Equipment provided that the Motor Carrier delivers to Evergreen the replaced parts and evidence of such repairs, such as an itemized and receipted paid repair bill.
  - (vi) Prior to empty refrigerated Equipment being redelivered to Evergreen, the Motor Carrier shall properly clean the Equipment at Motor Carrier's expense. This includes, but is not limited to, steam cleaning.
- f) In the event the Equipment is damaged, Evergreen shall have such Equipment repaired and Evergreen shall invoice the Motor Carrier for such repair charges, which are the responsibility of the Motor Carrier. Such repair invoices shall be due and payable by the Motor Carrier within 15 days of the invoice date.

## 5. Lost, Stolen or Destroyed Equipment

- a) In the event any Equipment is lost, stolen, or so damaged that the reasonable cost of repairs relating to damage sustained is estimated to exceed 75% of its current market value immediately prior to such loss, theft or damage, then such event will be deemed as a possible "Constructive Total Loss" and the Motor Carrier shall promptly notify Evergreen of it. Evergreen alone shall make the determination as to whether the damage is to be considered a "Constructive Total Loss." The Excess Period and 2ND Excess Period Use Charges applicable to such Equipment provided herein shall continue to accrue for each day (including Saturdays, Sundays, and legal Holidays) until such notice and appropriate supporting document (i.e. police report, surveyor's report, repair estimate, photo) are given. Upon receiving such notice, Evergreen will notify the Motor Carrier as to the depreciated replacement value of the Equipment and the Motor Carrier shall pay such amount to

Evergreen within 30 days of receiving the depreciated replacement value notice. Evergreen alone shall determine the depreciated replacement value of the Equipment, and its determination shall be conclusive. If the depreciated replacement value of the Equipment is not paid within 30 days of such notice, the Excess Period Use Charges and 2ND Period Excess Use Charges will begin to accrue retroactively, beginning on the day the depreciated replacement value notice was sent by Evergreen.

- b) If Motor Carrier fails to satisfy invoice and equipment is subsequently found and recovered, Motor Carrier will be responsible to Provider for all charges incurred during the recovery of said equipment, including, but not limited to towing, storage, fines, damages, and equipment use charges.

6. Insurance:

In addition to the provisions of Clause F.6 of the UIIA Agreement to which Motor Carrier is a Signatory, Motor Carrier is required to obtain the following additional insurance coverages in order to interchange Evergreen equipment:

- a. Motor truck cargo policy covering all risks of loss and damage to cargo with a limit of not less than \$100,000;
- b. Comprehensive all risk and collision insurance covering the Equipment being interchanged under this Addendum with a limit of not less than \$25,000; and
- c. Evergreen Shipping (America) Corp. must be listed as an additional insured on the Motor Carrier's auto, general and trailer interchange policies.
- d. Insurance to cover any towing or storage costs that may be incurred during the Use Period.
- e. Motor Carriers that are self insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency and will be approved by Provider on an individual basis. Motor Carriers that are self-insured and approved by Provider will advise Evergreen immediately in the event that they are no longer self-insured.

7. Per-Diem Dispute Procedure:

Evergreen will send monthly account statement and "shut out" notice after invoices are due. Thereafter, motor carriers have to response in order to avoid actual "shut out".

Should there be any disputes, motor carrier should contact Evergreen via written correspondence by facsimile, email or mail.

All contact information are as listed in per-diem invoice, account statement and "shut out" notice

Motor Carrier shall have no rights of monetary offset or deduction, for any reason, against any amounts it owes to Evergreen, including without limitation Use Charges.

8. Successors and Assigns

The provisions hereof, and of the UIIA Agreement to which the foregoing is an Addendum, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

9. Signatures

The Motor Carrier shall submit to Evergreen the original signature page of this Addendum within fifteen (15) days of its execution. Motor Carrier must submit the original notarized page of the Evergreen Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) office within fifteen (15) calendar days, or this Addendum and any rights under the UIIA Agreement to interchange Equipment at Evergreen's premises shall be terminated immediately and the Motor Carrier shall remain responsible for all breaches and obligations arising directly or indirectly from its failure to provide a timely notarized signature page of the Evergreen Addendum.

10. Chassis

Chassis; Interchange Facility Location, Port Elizabeth, New Jersey. The Provider is a member of the TRAC Intermodal Metropool. All references in this Agreement to the CO-OP shall mean TRAC Intermodal Metropool. Evergreen designates the TRAC Intermodal Metropool located at Maher Terminal on 1510 Bay Avenue, Port Elizabeth, New Jersey, as its facility location for the purposes of interchanging chassis



**Developed By:  
The Intermodal Interchange  
Executive Committee**

**Effective: July 20, 2022**

# **UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT (U I I A)**

**Administered By:**

**The Intermodal Association of North America**

**11785 Beltsville Drive, Suite 1100**

**Calverton, Maryland 20705-4049**

**Phone: Toll-Free (877)438-UIIA (438-8442) or (301)474-8700**

**Fax:(301)982-3414 or (301)982-5478 Website: [www.uiia.org](http://www.uiia.org)**

**APXEXB00343**

**00381**

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8. Venue: Any action which may be brought to enforce or interpret this Agreement shall be brought in a trial court of competent jurisdiction as follows:
  - a. As to questions of interpretation or enforcement of the Agreement, at the location of the principal place of business of the Intermodal Association of North America;
  - b. As to questions of indemnification under the Agreement at the situs of the transaction giving rise to the requested indemnification;
  - c. As to monetary obligations between the Parties by reason of Equipment usage charges at the situs of the transaction giving rise to the requested damages;
  - d. As to monetary damages between the Parties arising out of physical damage to or loss of Equipment, at the situs at which the Equipment was last interchanged prior to such loss or damage.
9. Severability: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not change or invalidate any other provisions hereof.
10. Survival: Cancellation of this Agreement notwithstanding, Motor Carrier shall remain obligated to return Equipment provided hereunder and otherwise perform its obligations outstanding at the time of cancellation.
11. Compliance with the Law: The Parties shall obey all applicable federal, state and local laws, rules and regulations including those pertaining to the transportation of hazardous material. **[Revised 08/26/13]**
12. Force Majeure: In the event the Motor Carrier is unable to Interchange Equipment to Provider within the free time as specified in Provider's Addendum, or Provider's applicable Tariff, as a result of Acts of God, war, insurrections, strikes, fire, flood or any like causes beyond the Motor Carrier's control, the Motor Carrier shall be exempted from the Per Diem charges to the extent of, and for the duration of, the condition that prevented the redelivery of the Equipment. **[Revised 09/13/04]**
13. Attorney's Fees: Should any action be brought by either Party to enforce or for the breach of any other terms, covenants or conditions of this Agreement, either Party shall be entitled, if it shall prevail, to recover reasonable attorneys' fees together with the cost of the suit therein incurred.
14. Notices:
  - a. The Provider agrees to provide ten (10) days written Notice to the Motor Carrier of any changes to the terms or conditions of its Agreement Addendum. The effective date of any change shall be no less than thirty (30) days from the date of notification to Motor Carrier. **[Revised 06/02/05]**
  - b. All Notices required under this Agreement shall be in writing and sent via e-mail properly addressed to the individual shown in the UIIA subscriber record. **[Revised 05/22/19]**
  - c. In the event it becomes necessary for the Provider to suspend a Motor Carrier's interchange privileges for non-payment of outstanding invoices, Provider shall notify Motor Carrier, via e-mail through IANA, no less than 3 business days prior to suspension, that unless the outstanding issue is resolved, suspension of interchange privileges may occur. The final notification shall include contact information necessary for the Motor Carrier to resolve the outstanding issue. **[Revised 01/20/20]**
    - (1) Notice of reinstatement of interchange privileges shall be submitted by the Provider to the Motor Carrier via e-mail through IANA. **[Added 01/20/20]**

**LAW OFFICES OF BRYAN D. PRESS**

Bryan D. Press - 017041984

Attorney at Law

P.O. Box 246

Fair Lawn, NJ 07410

(201) 532-3477

Attorney for Plaintiff

Plaintiff	:	SUPERIOR COURT OF NEW JERSEY
<b>FLEXI-VAN LEASING, LLC</b>	:	LAW DIVISION
	:	ESSEX COUNTY
vs.	:	DOCKET NO.:
	:	
Defendant(s)	:	CIVIL ACTION
<b>ZARIZ TRANSPORT INC.</b>	:	
	:	
	:	<b>X COMPLAINT (on Contract)</b>

Plaintiff, Flexi-Van Leasing, LLC, having a principal place of business at 7320 East Butherus Drive, Scottsdale, Arizona 85260, by way of Complaint against the defendant(s), Zariz Transport Inc., respectfully says as follows:

**PARTIES**

1. Plaintiff is a corporation duly registered and entitled to do business in the State of New Jersey, and, is a provider of transportation-related services such as those set forth herein, including, but not limited to, the per diem rental of plaintiff's equipment in accord with the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") administered by The Intermodal Association of North America ("IANA") to which plaintiff and defendant(s), Zariz Transport, Inc. are signatories.

2. Defendant, Zariz Transport, Inc. is duly organized and existing and registered in the State of New Jersey pursuant to the laws of the State of New Jersey, with a principal address

of 252 Doremus Avenue, Newark, New Jersey 07105 listed with the New Jersey Secretary of State, and, offices at 678 Doremus Avenue, Suite B, Newark, New Jersey, 07105, which does business as a motor carrier for hire authorized to transport goods by the United States Department of Transportation (“USDOT”) and a signatory to a Uniform Intermodal Interchange and Facilities Access Agreement (“UIIA”) which is a contract that allowed defendant(s) to take possession of plaintiff’s container(s) and related equipment in return for per diem rental charges for said equipment.

### **FIRST COUNT**

1. There is due from the defendant(s), the principal sum of \$173,378.25, on a certain book account incurred through May 30, 2023, a true copy of which is annexed hereto as Schedule "A" and made a part hereof.

2. Payment of the aforesaid sum has been demanded and refused.

3. Pursuant to Contract(s) between the parties, pertinent portion(s) of which are annexed hereto as Schedule “B”, in the event an action is brought to enforce or for the breach of any terms, covenants or conditions of the contract, plaintiff is entitled to recover reasonable attorney’s fees, together with costs of suit.

4. Plaintiff alleges that 30% of the principal claim, or \$52,013.50, constitutes reasonable attorney’s fees.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$173,378.35; plus attorney’s fees, pursuant to the Contract, of \$52,013.50, representing 30% of the principal amount due; for a total of \$225,391.85, together with lawful interest and costs of suit.

## **SECOND COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.

2. Plaintiff sues the defendant(s) for goods sold and delivered and/or services rendered by the plaintiff to defendant(s), upon the promise by the defendant(s) to pay the agreed amount as set forth in Schedules "A" and "B" annexed hereto. Payment has been demanded and refused.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$173,378.35; plus attorney's fees, pursuant to the Contract, of \$52,013.50, representing 30% of the principal amount due; for a total of \$225,391.85, together with lawful interest and costs of suit.

## **THIRD COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.

2. The Plaintiff sues the defendant(s) for the reasonable value of goods sold and delivered, and/or services rendered by the plaintiff to the defendant(s) upon the promise of the defendant(s) to pay a reasonable price for same, as set forth in Schedules "A" and "B" annexed hereto. Payment of the aforesaid sum has been demanded and refused.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$173,378.35; plus attorney's fees, pursuant to the Contract, of \$52,013.50, representing 30% of the principal amount due; for a total of \$225,391.85, together with lawful interest and costs of suit.



#### **FOURTH COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.

2. The defendant(s), being indebted to the plaintiff in the principal sum of \$173,378.35, upon the account stated between them annexed hereto as Schedule "A", did promise to pay the plaintiff said sum upon demand. Payment has been demanded and has not been made.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$173,378.35; plus attorney's fees, pursuant to the Contract, of \$52,013.50, representing 30% of the principal amount due; for a total of \$225,391.85, together with lawful interest and costs of suit.

#### **FIFTH COUNT**

1. Plaintiff repeats the preceding allegations, as if fully set forth herein verbatim.

2. Defendant undertook to take possession of Plaintiffs' containers, and used same without regard to payment, despite the terms of the UIIA Contract, and the receipt of the invoices.

3. Defendant failed to make payment, or, remit payment from its account debtors to the Plaintiff, knowing that amounts were due for such rental services.

4. Defendant intended not to make payment, and has been unjustly enriched by failing to make payment, despite demands being made.

5. The Defendant's intentional acts are to the severe economic detriment of the Plaintiff.

**WHEREFORE**, plaintiff demands judgment against the defendant(s) for the principal amount of \$173,378.35; plus attorney's fees, pursuant to the Contract, of \$52,013.50, representing 30% of the principal amount due; for a total of \$225,391.85, together with lawful interest and costs of suit.

**LAW OFFICES OF BRYAN D. PRESS**  
Attorney for Plaintiff

BY: /s/ BRYAN D. PRESS  
BRYAN D. PRESS, ESQ.

Dated: November 5, 2023

#### **CERTIFICATIONS**

I hereby certify that the matter in controversy is not the subject of any other action pending in any other Court or arbitration proceeding, and no other matters are contemplated, and that all necessary parties have been joined herein.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

BY: /s/ BRYAN D. PRESS  
BRYAN D. PRESS, ESQ.

Dated: November 5, 2023



**SCHEDULE “A”**



Company Name	Acct #	Invoice #	Invoice Date	Principal Remaining
Zariz Transport Inc.	10003440	15Z14111273	7/26/2022	\$8,130.00
Zariz Transport Inc.	10003440	15C2270264	7/27/2022	\$291.00
Zariz Transport Inc.	10003440	15C2280076	8/3/2022	\$303.00
Zariz Transport Inc.	10003440	15Z14118858	8/26/2022	\$6,060.00
Zariz Transport Inc.	10003440	15Z14125472	9/28/2022	\$2,760.00
Zariz Transport Inc.	10003440	15Z14132026	10/27/2022	\$15,300.00
Zariz Transport Inc.	10003440	15C22B0059	11/2/2022	\$281.04
Zariz Transport Inc.	10003440	15C22B0460	11/16/2022	\$1,723.04
Zariz Transport Inc.	10003440	15C22B0305	11/16/2022	\$205.52
Zariz Transport Inc.	10003440	15C22B0417	11/16/2022	\$90.67
Zariz Transport Inc.	10003440	15Z14136891	11/28/2022	\$2,535.90
Zariz Transport Inc.	10003440	15Z14136893	11/28/2022	\$9,960.00
Zariz Transport Inc.	10003440	15C22B0588	11/30/2022	\$348.56
Zariz Transport Inc.	10003440	15C22C0203	12/14/2022	\$672.13
Zariz Transport Inc.	10003440	15Z14142517	12/16/2022	\$9,660.00
Zariz Transport Inc.	10003440	15Z14141915	12/16/2022	\$1,637.10
Zariz Transport Inc.	10003440	15C22C0369	12/21/2022	\$115.29
Zariz Transport Inc.	10003440	15Z14147557	1/23/2023	\$1,260.00
Zariz Transport Inc.	10003440	15Z14155299	1/27/2023	\$22,650.00
Zariz Transport Inc.	10003440	15Z14154141	1/27/2023	\$995.10
Zariz Transport Inc.	10003440	15Z14157498	2/24/2023	\$56,960.00
Zariz Transport Inc.	10003440	15Z14183368	3/31/2023	\$23,480.00
Zariz Transport Inc.	10003440	15Z14188862	4/27/2023	\$6,680.00
Zariz Transport Inc.	10003440	15Z14201032	5/30/2023	\$1,280.00
<b>TOTAL</b>				<b>\$173,378.35</b>



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

## Invoice

#15Z14111273  
Invoice Date: 7/26/2022  
Terms:  
Due Date: 8/26/2022

**TOTAL**  
\$8,130.00

Description	Memo	Quantity	Rate	Amount
Chassis Pool Usage	SACP - SAV	1		\$8,130.00
Subtotal				\$8,130.00
Tax				\$0.00
Total				\$8,130.00
Payments/Credits				\$0.00
Amount Due				\$8,130.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

## Invoice

#15C2280076  
Invoice Date: 8/3/2022  
Terms:  
Due Date: 9/2/2022

**TOTAL**  
\$303.00

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ476271 08/01/2022	1		\$288.00
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$303.00
Tax				\$0.00
Total				\$303.00
Payments/Credits				\$0.00
Amount Due				\$303.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

## Invoice

#15C2270264  
Invoice Date: 7/27/2022  
Terms:  
Due Date: 8/26/2022

**TOTAL**  
\$291.00

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ479754 07/20/2022	1		\$276.00
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$291.00
Tax				\$0.00
Total				\$291.00
Payments/Credits				\$0.00
Amount Due				\$291.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

## Invoice

#15Z14118858  
Invoice Date: 8/26/2022  
Terms:  
Due Date: 9/26/2022

**TOTAL**  
\$6,060.00

Description	Memo	Quantity	Rate	Amount
Chassis Pool Usage	SACP - SAV	1		\$6,060.00
Subtotal				\$6,060.00
Tax				\$0.00
Total				\$6,060.00
Payments/Credits				\$0.00
Amount Due				\$6,060.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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CLICK HERE to access AIM360

APXEXB00354

00392



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14125472  
Invoice Date: 9/28/2022  
Terms:  
Due Date: 10/29/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$2,760.00

Description	Memo	Quantity	Rate	Amount
Chassis Pool Usage	SACP - SAV	1		\$2,760.00
Subtotal				\$2,760.00
Tax				\$0.00
Total				\$2,760.00
Payments/Credits				\$0.00
Amount Due				\$2,760.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-6394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15C22B0059  
Invoice Date: 11/2/2022  
Terms:  
Due Date: 12/2/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$281.04

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ476961 10/28/2022	1		\$286.04
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$281.04
Tax				\$0.00
Total				\$281.04
Payments/Credits				\$0.00
Amount Due				\$281.04

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-6394  
Email : customersupport@FlexiVan.com

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CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14132026  
Invoice Date: 10/27/2022  
Terms:  
Due Date: 11/27/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$15,300.00

Description	Memo	Quantity	Rate	Amount
Chassis Pool Usage	SACP - SAV	1		\$15,300.00
Subtotal				\$15,300.00
Tax				\$0.00
Total				\$15,300.00
Payments/Credits				\$0.00
Amount Due				\$15,300.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-6394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
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CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15C22B0460  
Invoice Date: 11/16/2022  
Terms:  
Due Date: 12/16/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$1,723.04

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ423948 11/15/2022	1		\$1,708.04
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$1,723.04
Tax				\$0.00
Total				\$1,723.04
Payments/Credits				\$0.00
Amount Due				\$1,723.04

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-6394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360

APXEXB00355

00393



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15C22B0305  
Invoice Date: 11/16/2022  
Terms:  
Due Date: 12/16/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$205.52

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ484832 11/07/2022	1		\$190.52
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$205.52
Tax				\$0.00
Total				\$205.52
Payments/Credits				\$0.00
Amount Due				\$205.52

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
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Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14136891  
Invoice Date: 11/28/2022  
Terms:  
Due Date: 12/29/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$2,535.90

Description	Memo	Quantity	Rate	Amount
SALES TAX-JACKSONVILLE, FLA	FL	1		\$165.90
Chassis Pool Usage	SACP - JAX	1		\$2,370.00
Subtotal				\$2,535.90
Tax				\$0.00
Total				\$2,535.90
Payments/Credits				\$0.00
Amount Due				\$2,535.90

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15C22B0417  
Invoice Date: 11/16/2022  
Terms:  
Due Date: 12/16/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$90.67

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ483243 11/11/2022	1		\$90.67
Subtotal				\$90.67
Tax				\$0.00
Total				\$90.67
Payments/Credits				\$0.00
Amount Due				\$90.67

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
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CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14136893  
Invoice Date: 11/28/2022  
Terms:  
Due Date: 12/29/2022

### Bill To

Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

### TOTAL

\$9,960.00

Description	Memo	Quantity	Rate	Amount
Chassis Pool Usage	SACP - SAV	1		\$9,960.00
Subtotal				\$9,960.00
Tax				\$0.00
Total				\$9,960.00
Payments/Credits				\$0.00
Amount Due				\$9,960.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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CLICK HERE to access AIM360

APXEXB00356

00394





7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15C22B0588  
Invoice Date: 11/30/2022  
Terms:  
Due Date: 12/30/2022

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

**TOTAL**  
\$348.56

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ483564 11/23/2022	1		\$333.56
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$348.56
Tax				\$0.00
Total				\$348.56
Payments/Credits				\$0.00
Amount Due				\$348.56

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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[CLICK HERE](#) to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14142517  
Invoice Date: 12/16/2022  
Terms:  
Due Date: 01/16/2023

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

**TOTAL**  
\$9,660.00

Description	Memo	Quantity	Rate	Amount
Chassis Pool Usage	SACP - SAV	1		\$9,660.00
Subtotal				\$9,660.00
Tax				\$0.00
Total				\$9,660.00
Payments/Credits				\$0.00
Amount Due				\$9,660.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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[CLICK HERE](#) to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15C22C0203  
Invoice Date: 12/16/2022  
Terms:  
Due Date: 01/13/2023

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

**TOTAL**  
\$672.13

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIMZ483499 12/08/2022	1		\$657.13
MnR Rebill	Service Charge	1		\$15.00
Subtotal				\$672.13
Tax				\$0.00
Total				\$672.13
Payments/Credits				\$0.00
Amount Due				\$672.13

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14141915  
Invoice Date: 12/16/2022  
Terms:  
Due Date: 01/16/2023

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark 7105  
United States

**TOTAL**  
\$1,637.10

Description	Memo	Quantity	Rate	Amount
SALES TAX-JACKSONVILLE, FLA	FL	1		\$107.10
Chassis Pool Usage	SACP - JAX	1		\$1,530.00
Subtotal				\$1,637.10
Tax				\$0.00
Total				\$1,637.10
Payments/Credits				\$0.00
Amount Due				\$1,637.10

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

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[CLICK HERE](#) to access AIM360

APXEXB00357

00395



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

Bill To  
Zariz Transport Inc.  
678 Doremus Ave  
Newark NJ 07105  
United States

## Invoice

#15C22C0369  
Invoice Date: 12/21/2022  
Terms:  
Due Date: 01/20/2023

**TOTAL**  
\$115.29

Description	Memo	Quantity	Rate	Amount
MnR Rebill	AIM2602506 12/16/2022	1		\$115.29
Subtotal				\$115.29
Tax				\$0.00
Total				\$115.29
Payments/Credits				\$0.00
Amount Due				\$115.29

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com



Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

Invoice Date: 01/23/2023  
Invoice Number: 15214147557  
Account Number: 10003440  
Due Date: 02/23/2023  
**Total Amount Due: \$0.00**

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : CustomerSupport@FlexiVan.com

Equipment# / License#	OutGate Date	InGate Date	OutGate/InGate Container	Toll Authority/Toll Entry Location	Toll Date Time	Toll Fee	Ten Fee	Admin Fee	Total
						\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due									\$0.00

**PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE**  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
[CLICK HERE](#) to access AIM360

**PAYMENT DUE UPON RECEIPT**  
Tolls are invoiced only in the event motor carriers fail to pay/settle tolls with the respective Toll Authority and FlexiVan subsequently pays the tolls and transaction fees to a 3rd party.  
All unpaid balances 30 days from the due date are subject to a 1.5% late penalty charge. Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
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1 of 1



Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

Invoice Date: 01/27/2023  
Invoice Number: 15214155299  
Account Number: 10003440  
Due Date: 02/27/2023  
**Total Amount Due: \$0.00**

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : CustomerSupport@FlexiVan.com

Equipment# / License#	OutGate Date	InGate Date	OutGate/InGate Container	Toll Authority/Toll Entry Location	Toll Date Time	Toll Fee	Ten Fee	Admin Fee	Total
						\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due									\$0.00



Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

Invoice Date: 01/27/2023  
Invoice Number: 15214154141  
Account Number: 10003440  
Due Date: 02/27/2023  
**Total Amount Due: \$0.00**

### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : CustomerSupport@FlexiVan.com

Equipment# / License#	OutGate Date	InGate Date	OutGate/InGate Container	Toll Authority/Toll Entry Location	Toll Date Time	Toll Fee	Ten Fee	Admin Fee	Total
						\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due									\$0.00

**PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE**  
Tolls are invoiced only in the event motor carriers fail to pay/settle tolls with the respective Toll Authority and FlexiVan subsequently pays the tolls and transaction fees to a 3rd party.  
All unpaid balances 30 days from the due date are subject to a 1.5% late penalty charge. Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
[CLICK HERE](#) to access AIM360

1 of 1

**PAYMENT DUE UPON RECEIPT**  
Tolls are invoiced only in the event motor carriers fail to pay/settle tolls with the respective Toll Authority and FlexiVan subsequently pays the tolls and transaction fees to a 3rd party.  
All unpaid balances 30 days from the due date are subject to a 1.5% late penalty charge. Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
[CLICK HERE](#) to access AIM360

1 of 1

**APXEXB00358**  
**00396**



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14157498  
Invoice Date: 02/24/2023  
Terms:  
Due Date: 03/27/2023

### TOTAL

\$56,960.00

#### Bill To

Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

Description	Memo	Quantity	Rate	Amount
Unauthorized Usage	Charges for 1424 days of unauthorized use	1		\$14,240.00
Chassis Pool Usage	SACP - SAV	1		\$42,720.00
Subtotal				\$56,960.00
Tax				\$0.00
Total				\$56,960.00
Payments/Credits				\$0.00
Amount Due				\$56,960.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

#### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

#### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

#### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14188862  
Invoice Date: 04/27/2023  
Terms:  
Due Date: 05/28/2023

### TOTAL

\$6,680.00

#### Bill To

Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

Description	Memo	Quantity	Rate	Amount
Unauthorized Usage	Charges for 167 days of unauthorized use	1		\$1,670.00
Chassis Pool Usage	SACP - SAV	1		\$5,010.00
Subtotal				\$6,680.00
Tax				\$0.00
Total				\$6,680.00
Payments/Credits				\$0.00
Amount Due				\$6,680.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

#### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

#### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

#### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14183368  
Invoice Date: 04/3/2023  
Terms:  
Due Date: 05/1/2023

### TOTAL

\$23,480.00

#### Bill To

Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

Description	Memo	Quantity	Rate	Amount
Unauthorized Usage	Charges for 587 days of unauthorized use	1		\$5,870.00
Chassis Pool Usage	SACP - SAV	1		\$17,610.00
Subtotal				\$23,480.00
Tax				\$0.00
Total				\$23,480.00
Payments/Credits				\$0.00
Amount Due				\$23,480.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

#### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

#### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

#### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360



7320 E. Butherus Drive, Suite 201  
Scottsdale, AZ 85260

## Invoice

#15Z14201032  
Invoice Date: 5/30/2023  
Terms:  
Due Date: 6/30/2023

### TOTAL

\$1,280.00

#### Bill To

Zariz Transport Inc.  
678 Doremus Avenue  
Newark NJ 07105  
United States

Description	Memo	Quantity	Rate	Amount
Unauthorized Usage	Charges for 32 days of unauthorized use	1		\$320.00
Chassis Pool Usage	SACP - SAV	1		\$960.00
Subtotal				\$1,280.00
Tax				\$0.00
Total				\$1,280.00
Payments/Credits				\$0.00
Amount Due				\$1,280.00

Invoice Payment Portal Link: <https://aimchassis.com/aimview/login.php>

#### \*\*\* Check Remittance \*\*\*

Flexi-Van Leasing, LLC  
Mail Code 5269, P.O. Box 660367  
Dallas, TX 75266-0367

#### \*\*\* Wire/ACH Transfer Instructions \*\*\*

Routing No. Wires : 021000089  
Routing No. ACH/EFT : 021000089  
Account Number: 31249263  
Account Name: Flexi-Van Leasing, LLC  
Bank Name: Citibank N.A.  
Email remittance details to: ACH\_Wire@FlexiVan.com

#### \*\*\* For Billing Inquiries \*\*\*

Customer Support  
7320 E. Butherus Dr, Ste 201  
Scottsdale, AZ 85260  
Phone : 1-866-883-5394  
Email : customersupport@FlexiVan.com

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE  
Please use AIM360 to pay your invoice or to submit an invoice dispute.  
Invoice disputes must be submitted in AIM360 within 30 days from invoice date.  
CLICK HERE to access AIM360

APXEXB00359

00397

**SCHEDULE “B”**



328743  
FORM 2  
H03

# UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

(A Program of the Intermodal Association of North America)

## Participating Party Agreement

The Party named below agrees that by executing the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) it will be bound by the provisions of the UIIA, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement, which govern the interchange and use of Equipment in intermodal interchange service. The Provider named below agrees that in its interchange activities with Motor Carrier participants who are signatories to the Agreement, this Agreement will be the only Agreement it will use, unless superseded in whole by a separate bilateral written equipment interchange agreement.

This Agreement shall be effective unless cancelled in writing, by mutual consent of the Parties, or by any Party upon thirty (30) days prior Notice to the other Party. A copy of the required written Notice must be provided to the President of IANA at the time it is issued. [Revised 08/01/14]

COMPANY NAME: Zariz Transport Inc.AUTHORIZED BY: (Print or Type) Yaakov GuzelgulSIGNATURE: [Signature] TITLE: Director Of Operations

BUSINESS ADDRESS: 78 John Miller Way Suite 3263 Kearny  
(Mailing Address) No. Street City  
NJ 07032 (201)719-9902 (845)570-3415 pinchas@zariztransport.com  
State/Province Zip/Postal Code Phone No. Fax E-Mail

Indicate Nature of Business: ☒ Motor Carrier ☐ ProviderIf Motor Carrier, please check all that apply to your business operations: ☐ Smartway Carrier☒ For Hire ☐ Private ☒ Interstate ☒ Intrastate ☒ Commercial Zone/Terminal Area OperatorStandard Carrier Alpha Code (SCAC) [Redacted]MC Number: 114947 ✓ DOT Number: 3163104 ✓Tax Identification No. or Canadian Business Number: [Redacted]

The provisions of this agreement shall become effective on the date accepted by the Association of the above named carrier and published in the list of subscribers or supplements thereto.

Acceptance Date: 9/13/18By: Debbie SaskoAssistant Vice President  
Intermodal Information Services

Due to GDPR, if you are an EU resident, please check below:

☐ I have read and accepted the IANA Privacy Policy: <http://intermodal.org/privacy-policy>☐ I have read and provide consent to the use of my personal data: <http://intermodal.org/forms/eu-gdpr>

\*\*REDACTED\*\*

APXEXB00361

00399



**Flexi-Van Leasing, LLC**  
**Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement**

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), as may be amended from time to time, entered into by Flexi-Van Leasing, LLC (hereinafter "Provider") and the undersigned motor carrier (hereinafter "Motor Carrier") establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by Provider.

**A. General.**

- Motor Carrier shall not knowingly permit any unlawful use of the Equipment. Motor Carrier shall not knowingly use the Equipment for storage or transportation of hazardous wastes, unprotected corrosive substances, high density, poorly secured materials, or bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the Equipment or make any other use of the Equipment which would result in damage thereto.
- In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally interchanged to the Motor Carrier, without prior written approval from the Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin or other location acceptable to the Provider.
- Equipment shall at all times remain the sole and exclusive property of Provider and Motor Carrier shall acquire no ownership rights of any nature by virtue of paying daily usage charges, cost of repairs or cost of transporting said Equipment or otherwise. Provider Equipment shall, where appropriate, have Provider's serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Motor Carrier.
- Provider reserves the right to install GPS vehicle tracking devices in any or all of its Equipment. These devices allow Provider to monitor the location, speed, direction and other information about its Equipment. Flexi-Van Leasing, LLC shall have no responsibility to provide Motor Carrier personnel with any notice required by applicable law regarding the use of GPS devices with respect to vehicles operated by such personnel.

**B. Definitions.**

- Capitalized terms that are used herein that are not defined shall have the meaning provided for in the UIIA.
- The definition for Equipment Interchange Receipt (EIR) in the UIIA shall also apply to Equipment Interchange Report or Trailer Interchange Receipt (TIR) where used in receipts provided by the Provider.
- DAY: A period of time commencing with the interchange of Equipment and ending at 12:00 midnight, but in no event shall extend for more than 24 hours. Each day thereafter begins at 12:00 midnight and ends 24 hours later at 12 midnight.
- WORKING DAY: A calendar day excluding Saturdays, Sundays and Government designated public holidays.
- SPECIAL EQUIPMENT: Shall mean tridems, wide-spread axle, super-single tire, lightweight, and equipment not otherwise specified herein whether leased or owned by the Provider. Equipment as defined in the Agreement shall also include Special Equipment.

**C. Suspension & Termination**

- In addition to any suspension and termination provisions set forth in the Agreement, including but not limited to Section G.4., the parties may immediately terminate the Agreement at any time, as follows:
  - Either party may terminate the Agreement if any legislation, order or rule of any public authority should be enacted making the performance of this Agreement unlawful for either party.
  - The Provider may immediately terminate the Agreement if the Motor Carrier fails to maintain its operating authority issued by a Government Agency responsible for regulating such entities or such operating authority is revoked or suspended for any reason.

Termination by Provider or Motor Carrier by written notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.

- Provider may also terminate this Agreement and/or suspend Motor Carrier's right to Interchange Provider Equipment with five (5) days' notice if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
- Bankruptcy: In the case of bankruptcy, reorganization, insolvency, liquidation or other similar proceeding on the part of the Motor Carrier or if such proceedings are commenced against the Motor Carrier or if a trustee or receiver or similar officer is appointed over the Motor Carrier or its property, Provider may terminate this Agreement and the appointment there under at any time and with immediate effect by written notice to the Motor Carrier. It is further agreed that the Motor Carrier will consent to grant Provider a relief of stay in order to retake possession of Provider's Equipment from the Motor Carrier. It is agreed that such relief does not extend to any sums claimed owed to Provider by the Motor Carrier and that Provider must make claim under the bankruptcy proceedings in order to recover these amounts.

-more-

**(Flexi-Van Leasing, LLC Continued)**

- Motor Carrier must return any Equipment in its possession to Provider within three (3) business days following any suspension or termination of the Agreement. If Motor Carrier is unable to return Equipment within this timeframe, Motor Carrier shall notify Provider to request reasonable additional time to return Equipment, approval for which shall not be unreasonably withheld by Provider.

**D. Free Time.**

There shall be no Free Time for Provider Equipment.

**E. Per Diem.**

Motor Carrier shall pay Provider, as a daily usage charge, an amount per calendar day, or any part thereof, for each unit of Equipment, together with all additional charges herein, for as long as Motor Carrier retains possession of the Equipment. Upon mutual consent of the Provider and Motor Carrier, in the event that the ocean carrier or third party agrees to pay the Provider for certain days during the Interchange Period and the Provider agrees to bill that party directly, the Provider will do so. Notwithstanding the existence of any billing arrangements between the Provider and ocean carriers or other third parties, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum.

The per diem usage charge per day or fraction thereof shall be:

Market	Effective Date	Per Diem Rate* 20/40/45'
<b>BAY AREA</b>		
Oakland General	9/4/2020	\$27.50
BACP - Bay Area Chassis Pool	9/4/2020	\$27.50
BN Pool - Burlington Northern Pool	9/4/2020	\$27.50
OLRZ - ONE Reefer Pool	9/4/2020	\$25.95
WCCPOK - West Coast Chassis Pool	9/4/2020	\$27.50
<b>GULF</b>		
Dallas   Houston   New Orleans General	9/4/2020	\$22.50
GCCP - Gulf Consolidated Chassis Pool	9/4/2020	\$22.50
<b>MIDWEST</b>		
Chicago   Ohio Valley General	9/4/2020	\$23.75
COCP - Chicago & Ohio Valley Chassis Pool	9/4/2020	\$23.75
FCCP - FlexiVan Central Chassis Pool	9/4/2020	\$23.75
Denver   Salt Lake City General	9/4/2020	\$27.00
DCCP - Denver Consolidated Chassis Pool	9/4/2020	\$27.00
Kansas City   St. Louis General	9/4/2020	\$23.75
MWCP - Midwest Chassis Pool	9/4/2020	\$23.75
<b>NORTHEAST</b>		
Pittsburgh General	9/4/2020	\$26.95
NSCP - Norfolk Southern Chassis Pool	9/4/2020	\$26.95
Philadelphia General	9/4/2020	\$26.95
PLCP - Pennsylvania Logistics Chassis Pool	9/4/2020	\$26.95
<b>PACIFIC NORTHWEST</b>		
Seattle   Tacoma General	9/4/2020	\$27.50
TPNP - Pacific Northwest Pool	9/4/2020	\$27.50

**(Flexi-Van Leasing, LLC Continued)**

- All invoices for approved work must be accompanied by original vendor invoices, work description(s), and evidence Motor Carrier has paid applicable vendor(s) in full.
  - Invoices must include alpha marks, Equipment number, date and location where repaired and details concerning items repaired.
  - Materials or parts used in making repairs shall be of like or better quality, safety and type as the materials or parts used by the original manufacturer, its specifications or as directed by the Provider.
  - Repairs shall be charged at current market prices which shall be the invoice price of material plus commercial freight and reasonable and customary labor charges.
  - When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing time and labor costs.
- When repairs of Equipment are to be made under the provisions of Section G of this Addendum, Provider shall receive Per Diem charges as shown in Section E while the Equipment is out of service or if the Equipment is extensively damaged, Per Diem charges will continue until agreement is reached between the Provider and Motor Carrier for the Motor Carrier to pay for the depreciated replacement value of the Equipment. Per Diem will not be charged to the Motor Carrier while the Equipment is out of service for purposes of correction normal Wear and Tear.
- Improper repairs: Where Provider ascertains that wrong, incorrect, incomplete or unacceptable repairs have been made to the Equipment during Motor Carrier's possession, Provider is entitled to receive full cost of correcting the wrong, incorrect, incomplete or unacceptable repairs.
- In the event Equipment is returned damaged to the Provider, such damage shall be noted on the EIR which shall be deemed to be notice to the Motor Carrier of such damage. At Provider's option the Equipment may be repaired, and all costs associated with such repair shall be invoiced to the Motor Carrier or the Equipment may be sent, at Motor Carrier's expense to a repair facility chosen by the Motor Carrier to affect required repair.
- Each of the Equipment shall be returned with its original tires, except for tires which may be replaced as a result of in-service failures, which shall be replaced with tires of like kind and quality in accordance with the provisions of the Agreement.
- Equipment shall have tires and tubes of proper size at the time of interchange. Thereafter, until Equipment is returned to Provider, repairs to tires and tubes shall be made at the expense of Motor Carrier. In the event of blowout or total failure of a tire or tube, Motor Carrier shall furnish replacement tires and tubes to return Equipment to Provider. Photographic evidence of the damaged tire will be provided to the Provider in accordance with the terms of the UIIA for the purpose of determining responsibility for the damage as well as reimbursement of charges to the Motor Carrier. If tires are ruined as a result of being run flat, it will be the responsibility of the Motor Carrier to replace or pay for the tire so ruined. In these instances, the Motor Carrier shall pay Provider an amount equal to the value thereof of the tire at the time of original interchange, which in absence of specific information to the contrary shall be \$250.00 or a new tire and tube of like size and quality.

**H. Insurance.**

In addition to any other requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement the following insurance coverage(s):

- General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00 USD) combined single loss (CSL) on the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
- General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00 USD) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
- Motor Truck Cargo Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per occurrence. In any case, the Motor Carrier's deductible shall not exceed \$5,000.00.
- Trailer Interchange insurance (physical damage to non-owned Equipment) for comprehensive all-risk coverage plus collision, with a limit of not less than an amount equal to the value of all interchanged Equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD) per unit for Equipment other than special, and Forty-Five Thousand Dollars (\$45,000.00 USD) on specialty Equipment. The Motor Carrier's deductible shall not exceed \$1,000.00.
- The Insurance obtained in accordance with this Agreement, specifically Automobile and General Liability shall name Provider as an additional insured, as Provider's interests may appear, to add Provider as a loss payee on its physical damage insurance policies and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy. Such insurance policies shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Motor Carrier on the Equipment.

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**Flexi-Van Leasing LLC - continued**

**PACIFIC SOUTHWEST**

Los Angeles   Long Beach General	9/4/2020	\$28.50
BN Pool - Burlington Northern Pool	9/4/2020	\$23.00
FLBP - FlexiVan Los Angeles Basin Chassis Pool	9/4/2020	\$28.50
OLRZ - ONE Reefer Pool	9/4/2020	\$27.50

**SOUTHEAST**

Jacksonville General	9/4/2020	\$24.95
JAXFLX - Jacksonville Pool	9/4/2020	\$24.95
Memphis General	9/4/2020	\$23.00
MCCP - Mid-South Consolidated Chassis Pool	9/4/2020	\$23.00
Atlanta   Charleston   Jacksonville   Savannah General	9/4/2020	\$26.95
SACP - South Atlantic Area Chassis Pool	9/4/2020	\$26.95

The daily usage charge shall exclude those holidays set forth on Provider's website. Motor Carrier shall pay or reimburse Provider for any and all sales tax which shall be included on Provider's invoice.

Motor Carrier shall not permit any Equipment provided to it to become subjected to any liens, encumbrances or charges which might otherwise apply to any Equipment.

Provider will invoice Motor Carrier bi-weekly. Payment shall be due to Provider thirty (30) days after the invoice receipt date. Motor Carrier shall be required to pay a late payment fee at the rate of one and one-half percent (1.5%) per month for all payments received more than thirty (30) days after date of invoice.

**F. Method of Dispute Resolution.**

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to Provider's Dispute department at: 7320 E. Butcher Drive, Ste. 201, Scottsdale, AZ 85250; email: operations@aimchassis.com; and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges.

Provider reserves the right to use a designated third-party billing vendor. Invoices received from Providers designated third-party billing vendor may be disputed directly with the Provider or the third-party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to interchange any Provider Equipment until payment of outstanding amounts are received.

**G. Maintenance and Repair.**

- While Equipment is interchanged to Motor Carrier, ordinary maintenance and other service or repairs made to the Equipment as outlined in Exhibit B to the Agreement required by ordinary use shall be:
  - Absorbed by the Motor Carrier when the cost thereof does not exceed \$50.00.
  - When estimated costs thereof exceed \$50.00, advanced written authorization must be obtained from Provider prior to commencement of the required work. All authorized work must be billed to Provider within thirty (30) days of completion. Provider will not pay for unauthorized work unless solely associated with normal wear and tear as defined in the Agreement. Provider shall reimburse Motor Carrier for approved work within thirty (30) days of receipt of properly submitted invoice by Motor Carrier unless disputed by the Provider.

-more-

**APXEXB00362**  
**00400**



(Flexi-Van Leasing LLC – continued)

- Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.
- Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
- The Provider will not accept insurance coverages that are underwritten by a risk retention group.

**I. Lost, Stolen or Destroyed Equipment.**

- In the event Equipment is lost, stolen from or destroyed by Motor Carrier the method of settlement shall be the depreciated replacement value as of the date it was reported lost, stolen or destroyed.
- In addition to the provisions provided in the Agreement, the Motor Carrier shall furnish to the Provider all Police reports, insurance reports and any other materials or documents related to the incident as soon as the information is made available to the Motor Carrier.
- Per Diem will continue to accrue up to the date that the settlement amount for the Equipment value has been received by the Provider.
- Equipment shall at all times remain the property of the Provider despite receiving payment for the Equipment value unless the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the Equipment value.
- The Provider, shall within 15 days of receipt of notice from the Motor Carrier of the status of the destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
- If the Equipment that has been reported lost or stolen is subsequently recovered by either the Provider or the Motor Carrier, the use charge will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment value has been received a refund will be made to the Motor Carrier less any costs of recovery. Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
- Equipment not returned to the Provider within sixty (60) days or more from the date of interchange to the Motor Carrier, Provider may declare the Equipment to be lost and shall be handled in accordance with the Lost, Stolen or Destroyed Equipment provisions of the Agreement.

**J. Credit Application**

As a condition of this Addendum becoming effective, Motor Carrier shall provide the following documents to IANA:

- A completed credit application in the form supplied by Provider or IANA (Form 16A)
- If requested by Provider, Motor Carrier shall provide an updated current credit application and financial statement.

Effective Date: October 1, 2018

Revised: September 4, 2020

Name Change: (Formerly American Intermodal Management LLC): September 15, 2020

(Flexi-Van Leasing, LLC Continued)

- Motor Carrier must return any Equipment in its possession to Provider within three (3) business days following any suspension or termination of the Agreement. If Motor Carrier is unable to return Equipment within this timeframe, Motor Carrier shall notify Provider to request reasonable additional time to return Equipment, approval for which shall not be unreasonably withheld by Provider.

**D. Free Time.**

There shall be no Free Time for Provider Equipment.

**E. Per Diem.**

Motor Carrier shall pay Provider, as a daily usage charge, an amount per calendar day, or any part thereof, for each unit of Equipment, together with all additional charges herein, for as long as Motor Carrier retains possession of the Equipment. Upon mutual consent of the Provider and Motor Carrier, in the event that the ocean carrier or third party agrees to pay the Provider for certain days during the Interchange Period and the Provider agrees to bill that party directly, the Provider will do so. Notwithstanding the existence of any billing arrangements between the Provider and ocean carriers or other third parties, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum.

The per diem usage charge per day or fraction thereof shall be:

Market	Effective Date	Per Diem Rate* 20*/40*/45'
<b>BAY AREA</b>		
Oakland General	12/19/21	\$31.00
BACP - Bay Area Chassis Pool	12/19/21	\$31.00
BN Pool - Burlington Northern Pool	12/19/21	\$31.00
OLRZ - ONE Reefer Pool	12/19/21	\$31.00
WCCPOK - West Coast Chassis Pool	12/19/21	\$31.00
<b>GULF</b>		
Dallas   Houston   New Orleans General	12/19/21	\$23.00
<b>MIDWEST</b>		
Chicago   Ohio Valley General	12/19/21	\$28.00
FCCP - FlexiVan Central Chassis Pool	12/19/21	\$28.00
Denver   Salt Lake City General	12/19/21	\$30.00
DCCP - Denver Consolidated Chassis Pool	12/19/21	\$30.00
Kansas City   St. Louis General	12/19/21	\$27.00
MWCP - Midwest Chassis Pool	12/19/21	\$27.00
<b>NORTHEAST</b>		
Pittsburgh General	12/19/21	\$29.50
NSCP - Norfolk Southern Chassis Pool	12/19/21	\$29.50
Philadelphia General	12/19/21	\$29.75
PLCP - Pennsylvania Logistics Chassis Pool	12/19/21	\$29.75
<b>PACIFIC NORTHWEST</b>		
Seattle   Tacoma General	12/19/21	\$30.50

**Flexi-Van Leasing, LLC  
Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement**

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), as may be amended from time to time, entered into by Flexi-Van Leasing, LLC (hereinafter "Provider") and the undersigned motor carrier (hereinafter "Motor Carrier") establishes additional terms and conditions applicable to interchange of Equipment to Motor Carrier by Provider.

**A. General.**

- Motor Carrier shall not knowingly permit any unlawful use of the Equipment. Motor Carrier shall not knowingly use the Equipment for storage or transportation of hazardous wastes, unprotected corrosive substances, high density, poorly secured materials, or bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the Equipment or make any other use of the Equipment which would result in damage thereto.
- In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally interchanged to the Motor Carrier, without prior written approval from the Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin or other location acceptable to the Provider.
- Equipment shall at all times remain the sole and exclusive property of Provider and Motor Carrier shall acquire no ownership rights of any nature by virtue of paying daily usage charges, cost of repairs or cost of transporting said Equipment or otherwise. Provider Equipment shall, where appropriate, have Provider's serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Motor Carrier.
- Provider reserves the right to install GPS vehicle tracking devices in any or all of its Equipment. These devices allow Provider to monitor the location, speed, direction and other information about its Equipment. Flexi-Van Leasing, LLC shall have no responsibility to provide Motor Carrier personnel with any notice required by applicable law regarding the use of GPS devices with respect to vehicles operated by such personnel.

**B. Definitions.**

- Capitalized terms that are used herein that are not defined shall have the meaning provided for in the UIIA.
- The definition for Equipment Interchange Receipt (EIR) in the UIIA shall also apply to Equipment Interchange Report or Trailer Interchange Receipt (TIR) where used in receipts provided by the Provider.
- DAY: A period of time commencing with the interchange of Equipment and ending at 12:00 midnight, but in no event shall extend for more than 24 hours. Each day thereafter begins at 12:00 midnight and ends 24 hours later at 12 midnight.
- WORKING DAY: A calendar day excluding Saturdays, Sundays and Government designated public holidays.
- SPECIAL EQUIPMENT: Shall mean tridems, wide-spread axle, super-single tire, lightweight, and equipment not otherwise specified herein whether leased or owned by the Provider. Equipment as defined in the Agreement shall also include Special Equipment.

**C. Suspension & Termination**

- In addition to any suspension and termination provisions set forth in the Agreement, including but not limited to Section G.4., the parties may immediately terminate the Agreement at any time, as follows:
  - Either party may terminate the Agreement if any legislation, order or rule of any public authority should be enacted making the performance of this Agreement unlawful for either party.
  - The Provider may immediately terminate the Agreement if the Motor Carrier fails to maintain its operating authority issued by a Government Agency responsible for regulating such entities or such operating authority is revoked or suspended for any reason.

Termination by Provider or Motor Carrier by written notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
- Provider may also terminate this Agreement and/or suspend Motor Carrier's right to interchange Provider Equipment with five (5) days' notice if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
- Bankruptcy: In the case of bankruptcy, reorganization, insolvency, liquidation or other similar proceeding on the part of the Motor Carrier or if such proceedings are commenced against the Motor Carrier or if a trustee or receiver or similar officer is appointed over the Motor Carrier or its property, Provider may terminate this Agreement and the appointment there under at any time and with immediate effect by written notice to the Motor Carrier. It is further agreed that the Motor Carrier will consent to grant Provider a relief of stay in order to retake possession of Provider's Equipment from the Motor Carrier. It is agreed that such relief does not extend to any sums claimed owed to Provider by the Motor Carrier and that Provider must make claim under the bankruptcy proceedings in order to recover these amounts.

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**PACIFIC SOUTHWEST**

Los Angeles   Long Beach General	12/19/21	\$32.00
BN Pool - Burlington Northern Pool	12/19/21	\$32.00
FLBP - FlexiVan Los Angeles Basin Chassis Pool	12/19/21	\$32.00
OLRZ - ONE Reefer Pool	12/19/21	\$32.00

**SOUTHEAST**

Jacksonville General	12/19/21	\$29.50
JAXFLX - Jacksonville Pool	12/19/21	\$29.50
<b>Memphis General</b>		
MCCP - Mid-South Consolidated Chassis Pool	12/19/21	\$26.00
<b>Atlanta   Charleston   Jacksonville   Savannah General</b>		
SACP - South Atlantic Area Chassis Pool	12/19/21	\$30.00
	12/19/21	\$30.00

The daily usage charge shall exclude those holidays set forth on Provider's website. Motor Carrier shall pay or reimburse Provider for any and all sales tax which shall be included on Provider's invoice.

Motor Carrier shall not permit any Equipment provided to it to become subjected to any liens, encumbrances or charges which might otherwise apply to any Equipment.

Provider will invoice Motor Carrier bi-weekly. Payment shall be due to Provider thirty (30) days after the invoice receipt date. Motor Carrier shall be required to pay a late payment fee at the rate of one and one-half percent (1.5%) per month for all payments received more than thirty (30) days after date of invoice.

**F. Method of Dispute Resolution.**

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to Provider's Dispute department at: 7320 E. Bultman Drive, Ste. 201, Scottsdale, AZ 85260; email: operations@ainchassis.com; and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges.

Provider reserves the right to use a designated third-party billing vendor. Invoices received from Providers designated third-party billing vendor may be disputed directly with the Provider or the third-party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to interchange any Provider Equipment until payment of outstanding amounts are received.

**G. Maintenance and Repair.**

- While Equipment is interchanged to Motor Carrier, ordinary maintenance and other service or repairs made to the Equipment as outlined in Exhibit B to the Agreement required by ordinary use shall be:
  - Absorbed by the Motor Carrier when the cost thereof does not exceed \$50.00.
  - When estimated costs thereof exceed \$50.00, advanced written authorization must be obtained from Provider prior to commencement of the required work. All authorized work must be billed to Provider within thirty (30) days of completion. Provider will not pay for unauthorized work unless solely associated with normal wear and tear as defined in the Agreement. Provider shall reimburse Motor Carrier for approved work within thirty (30) days of receipt of properly submitted invoice by Motor Carrier unless disputed by the Provider.

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(Flexi-Van Leasing, LLC Continued)

- c. All invoices for approved work must be accompanied by original vendor invoices, work description(s), and evidence Motor Carrier has paid applicable vendor(s) in full.
  - i. Invoices must include alpha marks, Equipment number, date and location where repaired and details concerning items repaired.
  - ii. Materials or parts used in making repairs shall be of like or better quality, safety and type as the materials or parts used by the original manufacturer, its specifications or as directed by the Provider.
  - iii. Repairs shall be charged at current market prices which shall be the invoice price of material plus commercial freight and reasonable and customary labor charges.
  - iv. When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing time and labor costs.
2. When repairs of Equipment are to be made under the provisions of Section G of this Addendum, Provider shall receive Per Diem charges as shown in Section E while the Equipment is out of service or if the Equipment is extensively damaged, Per Diem charges will continue until agreement is reached between the Provider and Motor Carrier for the Motor Carrier to pay for the depreciated replacement value of the Equipment. Per Diem will not be charged to the Motor Carrier while the Equipment is out of service for purposes of correction normal Wear and Tear.
3. Improper repairs: Where Provider ascertains that wrong, incorrect, incomplete or unacceptable repairs have been made to the Equipment during Motor Carrier's possession, Provider is entitled to receive full cost of correcting the wrong, incorrect, incomplete or unacceptable repairs.
4. In the event Equipment is returned damaged to the Provider, such damage shall be noted on the EIR which shall be deemed to be notice to the Motor Carrier of such damage. At Provider's option the Equipment may be repaired, and all costs associated with such repair shall be invoiced to the Motor Carrier or the Equipment may be sent, at Motor Carrier's expense to a repair facility chosen by the Motor Carrier to affect required repair.
5. Each of the Equipment shall be returned with its original tires, except for tires which may be replaced as a result of in-service failures, which shall be replaced with tires of like kind and quality in accordance with the provisions of the Agreement.
6. Equipment shall have tires and tubes of proper size at the time of interchange. Thereafter, until Equipment is returned to Provider, repairs to tires and tubes shall be made at the expense of Motor Carrier. In the event of blowout or total failure of a tire or tube, Motor Carrier shall furnish replacement tires and tubes to return Equipment to Provider. Photographic evidence of the damaged tire will be provided to the Provider in accordance with the terms of the UIIA for the purpose of determining responsibility for the damage as well as reimbursement of charges to the Motor Carrier. If tires are ruined as a result of being run flat, it will be the responsibility of the Motor Carrier to replace or pay for the tire so ruined. In these instances, the Motor Carrier shall pay Provider an amount equal to the value thereof of the tire at the time of original interchange, which in absence of specific information to the contrary shall be \$250.00 or a new tire and tube of like size and quality.

**H. Insurance.**

In addition to any other requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement the following insurance coverage(s):

1. General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00 USD) combined single loss (CSL) on the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
2. General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00 USD) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
3. Motor Truck Cargo Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per occurrence. In any case, the Motor Carrier's deductible shall not exceed \$5,000.00.
4. Trailer Interchange Insurance (physical damage to non-owned Equipment) for comprehensive all-risk coverage plus collision, with a limit of not less than an amount equal to the value of all interchanged Equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD) per unit for Equipment other than special, and Forty-Five Thousand Dollars (\$45,000 USD) on specialty Equipment. The Motor Carrier's deductible shall not exceed \$1,000.00.
5. The Insurance obtained in accordance with this Agreement, specifically Automobile and General Liability shall name Provider as an additional insured, as Provider's interests may appear, to add Provider as a loss payee on its physical damage insurance policies and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy. Such insurance policies shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Motor Carrier on the Equipment.

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**Flexi-Van Leasing, LLC  
Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement**

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), as may be amended from time to time, entered into by Flexi-Van Leasing, LLC (hereinafter "Provider") and the undersigned motor carrier (hereinafter "Motor Carrier") establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by Provider.

**A. General.**

1. Motor Carrier shall not knowingly permit any unlawful use of the Equipment. Motor Carrier shall not knowingly use the Equipment for storage or transportation of hazardous wastes, unprotected corrosive substances, high density, poorly secured materials, or bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the Equipment or make any other use of the Equipment which would result in damage thereto.
2. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally interchanged to the Motor Carrier, without prior written approval from the Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin or other location acceptable to the Provider.
3. Equipment shall at all times remain the sole and exclusive property of Provider and Motor Carrier shall acquire no ownership rights of any nature by virtue of paying daily usage charges, cost of repairs or cost of transporting said Equipment or otherwise. Provider Equipment shall, where appropriate, have Provider's serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Motor Carrier.
4. Provider reserves the right to install GPS vehicle tracking devices in any or all of its Equipment. These devices allow Provider to monitor the location, speed, direction and other information about its Equipment. Flexi-Van Leasing, LLC shall have no responsibility to provide Motor Carrier personnel with any notice required by applicable law regarding the use of GPS devices with respect to vehicles operated by such personnel.

**B. Definitions.**

1. Capitalized terms that are used herein that are not defined shall have the meaning provided for in the UIIA.
2. The definition for Equipment Interchange Receipt (EIR) in the UIIA shall also apply to Equipment Interchange Report or Trailer Interchange Receipt (TIR) where used in receipts provided by the Provider.
3. DAY: A period of time commencing with the interchange of Equipment and ending at 12:00 midnight, but in no event shall extend for more than 24 hours. Each day thereafter begins at 12:00 midnight and ends 24 hours later at 12 midnight.
4. WORKING DAY: A calendar day excluding Saturdays, Sundays and Government designated public holidays.
5. SPECIAL EQUIPMENT: Shall mean tridems, wide-spread axle, super-single tire, lightweight, and equipment not otherwise specified herein whether leased or owned by the Provider. Equipment as defined in the Agreement shall also include Special Equipment.

**C. Suspension & Termination**

1. In addition to any suspension and termination provisions set forth in the Agreement, including but not limited to Section G.4., the parties may immediately terminate the Agreement at any time, as follows:
  - a. Either party may terminate the Agreement if any legislation, order or rule of any public authority should be enacted making the performance of this Agreement unlawful for either party.
  - b. The Provider may immediately terminate the Agreement if the Motor Carrier fails to maintain its operating authority issued by a Government Agency responsible for regulating such entities or such operating authority is revoked or suspended for any reason.

Termination by Provider or Motor Carrier by written notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
2. Provider may also terminate this Agreement and/or suspend Motor Carrier's right to Interchange Provider Equipment with five (5) days' notice if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
3. Bankruptcy: In the case of bankruptcy, reorganization, insolvency, liquidation or other similar proceeding on the part of the Motor Carrier or if such proceedings are commenced against the Motor Carrier or if a trustee or receiver or similar officer is appointed over the Motor Carrier or its property, Provider may terminate this Agreement and the appointment there under at any time and with immediate effect by written notice to the Motor Carrier. It is further agreed that the Motor Carrier will consent to grant Provider a relief of stay in order to retake possession of Provider's Equipment from the Motor Carrier. It is agreed that such relief does not extend to any sums claimed owed to Provider by the Motor Carrier and that Provider must make claim under the bankruptcy proceedings in order to recover these amounts.

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(Flexi-Van Leasing LLC – continued)

6. Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.
7. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
8. The Provider will not accept insurance coverages that are underwritten by a risk retention group.

**I. Lost, Stolen or Destroyed Equipment.**

1. In the event Equipment is lost, stolen from or destroyed by Motor Carrier the method of settlement shall be the depreciated replacement value as of the date it was reported lost, stolen or destroyed.
2. In addition to the provisions provided in the Agreement, the Motor Carrier shall furnish to the Provider all Police reports, insurance reports and any other materials or documents related to the incident as soon as the information is made available to the Motor Carrier.
3. Per Diem will continue to accrue up to the date that the settlement amount for the Equipment value has been received by the Provider.
4. Equipment shall at all times remain the property of the Provider despite receiving payment for the Equipment value unless the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the Equipment value.
5. The Provider, shall within 15 days of receipt of notice from the Motor Carrier of the status of the destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
6. If the Equipment that has been reported lost or stolen is subsequently recovered by either the Provider or the Motor Carrier, the use charge will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment value has been received a refund will be made to the Motor Carrier less any costs of recovery. Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
7. Equipment not returned to the Provider within sixty (60) days or more from the date of interchange to the Motor Carrier, Provider may declare the Equipment to be lost and shall be handled in accordance with the Lost, Stolen or Destroyed Equipment provisions of the Agreement.

**J. Credit Application**

As a condition of this Addendum becoming effective, Motor Carrier shall provide the following documents to IANA:

- 1) A completed credit application in the form supplied by Provider or IANA (Form 16A)
- 2) If requested by Provider, Motor Carrier shall provide an updated current credit application and financial statement.

Effective Date: October 1, 2018

Revised: December 19, 2021

Name Change: (Formerly American Intermodal Management LLC): September 15, 2020

(Flexi-Van Leasing, LLC Continued)

4. Motor Carrier must return any Equipment in its possession to Provider within three (3) business days following any suspension or termination of the Agreement. If Motor Carrier is unable to return Equipment within this timeframe, Motor Carrier shall notify Provider to request reasonable additional time to return Equipment, approval for which shall not be unreasonably withheld by Provider.

**D. Free Time.**

There shall be no Free Time for Provider Equipment.

**E. Per Diem.**

Motor Carrier shall pay Provider, as a daily usage charge, an amount per calendar day, or any part thereof, for each unit of Equipment, together with all additional charges herein, for as long as Motor Carrier retains possession of the Equipment. Upon mutual consent of the Provider and Motor Carrier, in the event that the ocean carrier or third party agrees to pay the Provider for certain days during the Interchange Period and the Provider agrees to bill that party directly, the Provider will do so. Notwithstanding the existence of any billing arrangements between the Provider and ocean carriers or other third parties, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum.

The per diem usage charge per day or fraction thereof shall be:

Market	Effective Date	Per Diem Rate* 2018/01/01
<b>BAY AREA</b>		
Oakland General & Non-Pool	04/20/22	\$35.00
BACP - Bay Area Chassis Pool	12/19/21	\$31.00
BN Pool - Burlington Northern Pool	12/19/21	\$31.00
OUR - ONE Reeler Pool	12/19/21	\$31.00
WCCPDK - West Coast Chassis Pool	12/19/21	\$31.00
<b>GULF</b>		
Dallas   Houston   New Orleans General & Non-Pool	04/20/22	\$35.00
<b>MIDWEST</b>		
Chicago   Ohio Valley General & Non-Pool	04/20/22	\$35.00
ICCP - InterVan Central Chassis Pool	12/19/21	\$28.00
Denver   Salt Lake City General & Non-Pool	04/20/22	\$35.00
DCCP - Denver Consolidated Chassis Pool	12/19/21	\$30.00
Kansas City   St. Louis General & Non-Pool	04/20/22	\$35.00
MWCP - Midwest Chassis Pool	12/19/21	\$27.00
<b>NORTHEAST</b>		
Pittsburgh General & Non-Pool	04/20/22	\$35.00
NSCP - Norfolk Southern Chassis Pool	12/19/21	\$29.50
Philadelphia General & Non-Pool	04/20/22	\$35.00
PLCP - Pennsylvania Logistics Chassis Pool	12/19/21	\$29.75
<b>PACIFIC NORTHWEST</b>		
Seattle   Tacoma General & Non-Pool	04/20/22	\$35.00

PACIFIC SOUTHWEST

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Los Angeles   Long Beach General & Non-Pool	04/20/22	\$40.00
IN Pool - Burlington Northern Pool	12/19/21	\$32.00
FLBP - FlexiVan Los Angeles Basin Chassis Pool	12/19/21	\$32.00
QUIZ - ONE Reefer Pool	12/19/21	\$32.00
<b>SOUTHEAST</b>		
Jacksonville General & Non-Pool	04/20/22	\$35.00
JAXFLX - Jacksonville Pool	12/19/21	\$29.50
Memphis General & Non-Pool	04/20/22	\$35.00
MCCP - Mid-South Consolidated Chassis Pool	12/19/21	\$26.00
Atlanta   Charleston   Jacksonville   Savannah General & Non-Pool	04/20/22	\$35.00
SACP - South Atlantic Area Chassis Pool	12/19/21	\$30.00

The daily usage charge shall exclude those holidays set forth on Provider's website. Motor Carrier shall pay or reimburse Provider for any and all sales tax which shall be included on Provider's invoice.

Motor Carrier shall not permit any Equipment provided to it to become subjected to any liens, encumbrances or charges which might otherwise apply to any Equipment.

Provider will invoice Motor Carrier bi-weekly. Payment shall be due to Provider thirty (30) days after the invoice receipt date. Motor Carrier shall be required to pay a late payment fee at the rate of one and one-half percent (1.5%) per month for all payments received more than thirty (30) days after date of invoice.

#### F. Method of Dispute Resolution.

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to Provider's Dispute department at: 7320 E. Buthers Drive, Ste. 201, Scottsdale, AZ 85260; email: operations@aimchassis.com; and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges.

Provider reserves the right to use a designated third-party billing vendor. Invoices received from Providers designated third-party billing vendor may be disputed directly with the Provider or the third-party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to interchange any Provider Equipment until payment of outstanding amounts are received.

#### G. Maintenance and Repair.

- While Equipment is interchanged to Motor Carrier, ordinary maintenance and other service or repairs made to the Equipment as outlined in Exhibit B to the Agreement required by ordinary use shall be:
  - Absorbed by the Motor Carrier when the cost thereof does not exceed \$50.00.
  - When estimated costs thereof exceed \$50.00, advanced written authorization must be obtained from Provider prior to commencement of the required work. All authorized work must be billed to Provider within thirty (30) days of completion. Provider will not pay for unauthorized work unless solely associated with normal wear and tear as defined in the Agreement. Provider shall reimburse Motor Carrier for approved work within thirty (30) days of receipt of properly submitted invoice by Motor Carrier unless disputed by the Provider.

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(Flexi-Van Leasing, LLC Continued)

- Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.
- Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
- The Provider will not accept insurance coverages that are underwritten by a risk retention group.

#### I. Lost, Stolen or Destroyed Equipment.

- In the event Equipment is lost, stolen from or destroyed by Motor Carrier the method of settlement shall be the depreciated replacement value as of the date it was reported lost, stolen or destroyed.
- In addition to the provisions provided in the Agreement, the Motor Carrier shall furnish to the Provider all Police reports, insurance reports and any other materials or documents related to the incident as soon as the information is made available to the Motor Carrier.
- Per Diem will continue to accrue up to the date that the settlement amount for the Equipment value has been received by the Provider.
- Equipment shall at all times remain the property of the Provider despite receiving payment for the Equipment value unless the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the Equipment value.
- The Provider, shall within 15 days of receipt of notice from the Motor Carrier of the status of the destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
- If the Equipment that has been reported lost or stolen is subsequently recovered by either the Provider or the Motor Carrier, the use charge will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment value has been received a refund will be made to the Motor Carrier less any costs of recovery, Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
- Equipment not returned to the Provider within sixty (60) days or more from the date of interchange to the Motor Carrier, Provider may declare the Equipment to be lost and shall be handled in accordance with the Lost, Stolen or Destroyed Equipment provisions of the Agreement.

#### J. Credit Application

As a condition of this Addendum becoming effective, Motor Carrier shall provide the following documents to IANA:

- A completed credit application in the form supplied by Provider or IANA (Form 16A)
- If requested by Provider, Motor Carrier shall provide an updated current credit application and financial statement.

Effective Date: October 1, 2018  
Revised: April 20, 2022  
Name Change: (Formerly American Intermodal Management LLC): September 15, 2020

- All invoices for approved work must be accompanied by original vendor invoices, work description(s), and evidence Motor Carrier has paid applicable vendor(s) in full.
  - Invoices must include alpha marks, Equipment number, date and location where repaired and details concerning items repaired.
  - Materials or parts used in making repairs shall be of like or better quality, safety and type as the materials or parts used by the original manufacturer, its specifications or as directed by the Provider.
  - Repairs shall be charged at current market prices which shall be the invoice price of material plus commercial freight and reasonable and customary labor charges.
  - When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing time and labor costs.

- When repairs of Equipment are to be made under the provisions of Section G of this Addendum, Provider shall receive Per Diem charges as shown in Section E while the Equipment is out of service or if the Equipment is extensively damaged. Per Diem charges will continue until agreement is reached between the Provider and Motor Carrier for the Motor Carrier to pay for the depreciated replacement value of the Equipment. Per Diem will not be charged to the Motor Carrier while the Equipment is out of service for purposes of correction normal Wear and Tear.
- Improper repairs: Where Provider ascertains that wrong, incorrect, incomplete or unacceptable repairs have been made to the Equipment during Motor Carrier's possession, Provider is entitled to receive full cost of correcting the wrong, incorrect, incomplete or unacceptable repairs.
- In the event Equipment is returned damaged to the Provider, such damage shall be noted on the EIR which shall be deemed to be notice to the Motor Carrier of such damage. At Provider's option the Equipment may be repaired, and all costs associated with such repair shall be invoiced to the Motor Carrier or the Equipment may be sent, at Motor Carrier's expense to a repair facility chosen by the Motor Carrier to affect required repair.
- Each of the Equipment shall be returned with its original tires, except for tires which may be replaced as a result of in-service failures, which shall be replaced with tires of like kind and quality in accordance with the provisions of the Agreement.
- Equipment shall have tires and tubes of proper size at the time of interchange. Thereafter, until Equipment is returned to Provider, repairs to tires and tubes shall be made at the expense of Motor Carrier. In the event of blowout or total failure of a tire or tube, Motor Carrier shall furnish replacement tires and tubes to return Equipment to Provider. Photographic evidence of the damaged tire will be provided to the Provider in accordance with the terms of the UIIA for the purpose of determining responsibility for the damage as well as reimbursement of charges to the Motor Carrier. If tires are ruined as a result of being run flat, it will be the responsibility of the Motor Carrier to replace or pay for the tire so ruined. In these instances, the Motor Carrier shall pay Provider an amount equal to the value thereof of the tire at the time of original interchange, which in absence of specific information to the contrary shall be \$250.00 or a new tire and tube of like size and quality.

#### H. Insurance.

In addition to any other requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement the following insurance coverage(s):

- General Liability and Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00 USD) combined single loss (CSL) on the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
- General Liability and Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00 USD) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
- Motor Truck Cargo Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per occurrence. In any case, the Motor Carrier's deductible shall not exceed \$5,000.00.
- Trailer Interchange Insurance (physical damage to non-owned Equipment) for comprehensive all risk coverage plus collision, with a limit of not less than an amount equal to the value of all interchanged Equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD) per unit for Equipment other than special, and Forty-Five Thousand Dollars (\$45,000.00 USD) on specialty Equipment. The Motor Carrier's deductible shall not exceed \$1,000.00.
- The Insurance obtained in accordance with this Agreement, specifically Automobile and General Liability shall name Provider as an additional insured, as Provider's interests may appear to add Provider as a loss payee on its physical damage insurance policies and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy. Such insurance policies shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Motor Carrier on the Equipment.

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(Flexi-Van Leasing LLC - continued)

#### Flexi-Van Leasing, LLC Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum ("Addendum") to the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement" or "UIIA"), as may be amended from time to time, entered into by Flexi-Van Leasing, LLC (hereinafter "Provider") and the undersigned motor carrier (hereinafter "Motor Carrier") establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by Provider.

#### A. General.

- Motor Carrier shall not knowingly permit any unlawful use of the Equipment. Motor Carrier shall not knowingly use the Equipment for storage or transportation of hazardous wastes, unprotected corrosive substances, high density, poorly secured materials, or bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the Equipment or make any other use of the Equipment which would result in damage thereto.
- In the event Motor Carrier returns Equipment to Provider at a geographical location different from where it was originally interchanged to the Motor Carrier, without prior written approval from the Provider, which approval may be requested by Motor Carrier in accordance with Section G.14.B of the Agreement or through Provider's web portal at <https://www.flexivan.com>, then Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to the location from which such Equipment was originally interchanged to the Motor Carrier or other location acceptable to the Provider.
- Equipment shall at all times remain the sole and exclusive property of Provider and Motor Carrier shall acquire no ownership rights of any nature by virtue of paying daily Usage charges, cost of repairs or cost of transporting said Equipment or otherwise. Provider Equipment shall, where appropriate, have Provider's serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Motor Carrier.
- Provider reserves the right to install GPS tracking devices in or on any or all of its Equipment. These devices allow Provider to monitor the location, speed, direction and other information about its Equipment. Provider shall have no responsibility to provide Motor Carrier or Motor Carrier personnel with any notice required by applicable law regarding the use of GPS devices with respect to Equipment interchanged to Motor Carrier.

#### B. Definitions.

- Capitalized terms that are used herein that are not defined shall have the meaning provided for in the UIIA.
- The definition for Equipment Interchange Receipt (EIR) in the UIIA shall also apply to Equipment Interchange Report or Trailer Interchange Receipt (TIR) where used in receipts provided by the Provider.
- DAY: A period of time commencing with the interchange of Equipment and ending at 12:00 midnight, but in no event shall extend for more than 24 hours. Each day thereafter begins at 12:00 midnight and ends 24 hours later at 12:00 midnight.
- SPECIAL EQUIPMENT: Shall mean tridems, wide-spread axles, super-single tire, light-weight, and equipment not otherwise specified herein whether leased or owned by the Provider. Equipment as defined in the Agreement shall also include Special Equipment.
- USAGE: shall mean the use of any Unit of Equipment pursuant to the terms of the UIIA and this Addendum.

#### C. Suspension & Termination.

- In addition to any suspension and termination provisions set forth in the Agreement, including but not limited to Section G.4. of the UIIA, the parties may immediately terminate the Agreement at any time, as follows:
  - Either party may terminate the Agreement if any legislation, order, regulation or rule of any public authority should be enacted making the performance of the Agreement or this Addendum unlawful for either party.
  - The Provider may immediately terminate the Agreement if the Motor Carrier fails to maintain its operating authority issued by a government agency responsible for regulating such entities or such operating authority is revoked or suspended for any reason.
- Termination by Provider or suspension by Provider or Motor Carrier by written notice shall be effective: (a) immediately upon the transmission of such notice, if immediate termination or suspension is permitted under the applicable terms of the Agreement and this Addendum; or (b) on such later date as may be stipulated in said notice, which date shall be as provided in and in accordance with the applicable suspension or termination provision of the Agreement or this Addendum. Upon suspension or termination of the Agreement, this Addendum shall automatically and simultaneously suspend or terminate, as applicable. The obligations of Provider and Motor Carrier under this Addendum and the Agreement that by their nature are intended to continue beyond the suspension, termination or expiration of the UIIA shall survive such suspension, termination or expiration, which surviving provisions specifically shall include, but shall not be limited to, the indemnification and payment obligations of Motor Carrier. Notwithstanding the foregoing or anything to the contrary set forth in the Agreement or this

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(Flexi-Van Leasing, LLC Continued)

Addendum, neither suspension nor termination nor expiration shall relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such suspension, termination or expiration.

- Provider may also terminate the Agreement or this Addendum, with respect to one or more units of Equipment, and/or suspend Motor Carrier's right to interchange Provider Equipment, with five (5) days' Notice if Motor Carrier fails to comply with any of the terms and conditions of the Agreement or this Addendum, as applicable.
- Bankruptcy: In the case of bankruptcy, reorganization, insolvency, liquidation or other similar proceeding on the part of the Motor Carrier, or if such proceedings are commenced against the Motor Carrier, or if a trustee or receiver or similar officer is appointed over the Motor Carrier or its property, then Provider may immediately terminate the Agreement, this Addendum and the appointment thereunder at any time and with immediate effect by written notice to the Motor Carrier. It is further agreed that the Motor Carrier will consent to grant Provider a relief of stay in order to retake possession or repossess Provider's Equipment from the Motor Carrier, and all costs and expenses associated with Provider retaking possession of or repossessing Provider's Equipment shall be Motor Carrier's sole cost and expense. It is agreed that such relief does not extend to any sums claimed owed to Provider by the Motor Carrier and that Provider must make claim under the bankruptcy proceedings in order to recover these amounts.
- Motor Carrier shall return any Equipment interchanged to it or otherwise in its possession to Provider within three (3) business days following any suspension or termination of the Agreement or this Addendum. Motor Carrier shall also return any Equipment interchanged to it or otherwise in its possession to Provider within thirty (30) calendar days following any reasonable request of Provider. If Motor Carrier is unable to return Equipment within the applicable timeframe, Motor Carrier shall notify Provider to request reasonable additional time to return Equipment, approval for which shall not be unreasonably withheld by Provider. If Motor Carrier is unable to return equipment to Provider at the end of the applicable time period, then in addition to Per Diem rental rates, Provider may charge and Motor Carrier shall pay misuse fees. Misuse fees are amounts, in addition to Per Diem rental rates, that a Motor Carrier must pay to Provider, the amounts of which shall be calculated as a percentage of the Per Diem rental rates for such Equipment, as set forth in the chart below.

Calendar Days Past Unit Return Date	Misuse Fees (percentage of the Per Diem rental rates for such Equipment in effect on the Equipment Return date)
1-180	100%
181 - 360	120%
360+	140%

- In addition to all other rights and remedies at law or in equity or as set forth in the UIIA or this Addendum, in the event that Motor Carrier fails or refuses to timely return any Equipment, then Provider shall have the right, without prior notice to Motor Carrier and without prejudice to any other rights or remedies otherwise available to Provider at law or in equity or under the UIIA or this Addendum, to:
  - obtain injunctive relief in order to prevent the continued use of the Equipment by Motor Carrier, and Motor Carrier shall pay to Provider all costs and expenses associated therewith, including, but not limited to, attorneys' fees;
  - require Motor Carrier to immediately return the Equipment to Provider at the location where such Equipment was originally interchanged to Motor Carrier or to such other location acceptable to Provider, and Motor Carrier shall pay to Provider all costs associated therewith;
  - charge Motor Carrier, and Motor Carrier shall pay to Provider, misuse fees and other penalties;
  - charge Motor Carrier, and Motor Carrier shall pay to Provider, all costs and expenses, including attorneys' fees, associated with enforcement of the terms and conditions herein, including the collection of any Per Diem or other charges or sums due or to become due under the UIIA or this Addendum, charges associated with the repossession and/or recovery of any such Equipment, repair of any such Equipment, and all other damages, including depreciated replacement values of the Equipment, provided, however, that nothing contained herein will limit Motor Carrier's obligation to return Equipment to Provider;
  - assert liens, as permitted under applicable law, against Motor Carrier's property wherever it may be found; and
  - enter upon any premises that Provider is legally permitted to access and where the Equipment is located, and immediately repossess, or take immediate possession of, and remove such Equipment, and Motor Carrier shall pay to Provider all costs and expenses associated therewith.
- Motor Carrier shall assist Provider in any repossession effort, and without in any way limiting the rights of Provider or the obligations of Motor Carrier under the UIIA or this Addendum, Motor Carrier hereby irrevocably appoints Provider as its agent

(Flexi-Van Leasing, LLC Continued)

PACIFIC NORTHWEST					
Seattle   Tacoma General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00	2
PACIFIC SOUTHWEST					
Los Angeles   Long Beach General & Non-Pool	04/20/22	\$40.00	\$45.00	\$65.00	\$16.00
BN Pool - Burlington Northern Pool	12/19/21	\$32.00			
FLRP - FlexiVan Los Angeles Basin Chassis Pool	12/19/21	\$32.00			
OLRZ - ONE Reefer Pool	12/19/21	\$32.00			
SOUTHEAST					
Jacksonville General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00	\$14.75
JASVLT - Jacksonville Pool	12/19/21	\$29.50			
Memphis General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00	\$13.00
MCCP - Mid-South Consolidated Chassis Pool	12/19/21	\$26.00			
SEVANA General & Non-Pool					
SEV - Savannah General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00	2
SEV - Savannah General & Non-Pool	12/19/21	\$26.00			
NATIONWIDE					
Nationwide General & Non-Pool (for all other non-listed markets)	04/20/22	\$35.00	\$45.00	\$60.00	\$16.00

\* Standard Equipment includes: 25' Sider (205L), 40' Gooseneck (40GN), 45' Gooseneck (45GN), and 47' EXT TAND (47EXT).  
 \* Equipment - Tier 1 includes, but is not limited to: 20'40 City Combo (2-Axle) (245L), 47' TriAxle (40TR), 20'40/45' Extendable Tandem (25TR), 47' Gooseneck - Lightweight (40LW), 47' LightWeight Tandem (40LW), 47' Drop Frame Tank Chassis (40TF), 47' TriAxle - Super Single (40TS), 40' Gooseneck - WidespreadLightWeight (20WL), 47' Tank Chassis (40TC), and 53' Intermodal Chassis (53IC) (53IC) (53IC) (53IC).  
 \* Equipment - Tier 2 includes, but is not limited to: 20' TriAxle (20TR), 20'40 Combo TriAxle (24TR), and 20'40 City Combo Widespread Axle (24WC).  
 \* Minimum Usage Days: The minimum number of days for which a Motor Carrier will be charged the Per Diem rental rate and additional daily peak season rental charge, if applicable, for a single interchange of a unit of Equipment, even if such Equipment is interchanged to the Motor Carrier for a lesser number of days.  
 \* The additional daily peak season rental charge is in effect July 1 - December 31 of each calendar year and is in addition to the Per Diem rate.

- Motor Carrier shall pay or reimburse Provider for any and all sales taxes, which taxes shall be included on Provider's invoice. Where permissible under applicable law, Provider reserves the right to pass through to Motor Carrier payment processing fees and costs and third-party transaction fees and costs incurred during the Interchange Period, including but not limited to gate fees, inspection fees, EDI fees, facility operator fees, administrative fees, repositioning fees, recovery fees, marine terminal costs and fees, roadability repair costs and any other ancillary fees, charges and/or costs (collectively, "Fees") that arise solely from the Use of Interchanged Equipment. Provider reserves the right to invoice Motor Carrier for, and Motor Carrier shall pay, an administration fee for the processing of any such Fees, which administration fee shall not exceed 10% of such Fees.
- From time to time, Motor Carrier may desire to interchange Equipment from Motor Carrier to or from another motor carrier that is also authorized by Provider for interchange of Equipment under the terms of the UIIA and this Addendum ("Street Turn"). The motor carrier to which the Equipment is then interchanged and the motor carrier seeking to obtain such Equipment via Street Turn shall each submit a "Street Turn Request" setting forth their agreement to Street Turn the Equipment, which Street Turn Request shall be submitted through the IANA Street Turn Portal at: <https://streetturninterchange.com/StreetTurnRequestWelcome.html> ("Portal"). The Portal user manual ("User Manual") is available here: <https://www.iana.org/sites/default/files/documents/Street%20Interchange%20Portal%20-%20MC-revision%20with%20new%20OSG.pdf>. For each Street Turn Request, each Motor Carrier must provide the required data and otherwise comply with all rules, regulations and procedures as set forth in the Portal and the User Manual.
- Motor Carrier shall not permit any Equipment interchanged to it to become subjected to any liens, encumbrances or charges which might otherwise apply to any Equipment.

F. Invoicing.

- Provider will invoice Motor Carrier bi-weekly or less often. Payment shall be due to Provider thirty (30) days after the invoice receipt date. Provider may assess, and if assessed, Motor Carrier shall be required to pay, a late payment fee at the rate of one and one-half percent (1.5%) per month for all payments received more than thirty (30) days after date of invoice.
- This Addendum contemplates that Motor Carrier will use the Equipment to transport Containers pursuant to the terms of the UIIA and this Addendum. During the Interchange Period, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum, including the payment of all charges therein and herein.
- While Provider's Equipment is interchanged to Motor Carrier for the benefit of a third party shipper, ocean carrier or beneficial cargo owner, a Motor Carrier may from time to time wish to use the Equipment to transport cargo or containers or provide services to a person or an entity other than such third party shipper, ocean carrier or beneficial cargo owner. The aforementioned Usage shall at all times be subject to the terms of the UIIA and this Addendum, including but not limited to the invoicing requirements of this Section F. Motor Carrier agrees that in order to facilitate the Provider's determination of the type of Usage, applicable rate and the party to be invoiced, Motor Carrier shall submit electronic data or such other information to Provider as requested by Provider. Notwithstanding the existence of any billing or invoicing arrangements between or among

(Flexi-Van Leasing, LLC Continued)

and attorney in fact, with full power and authority, to demand, repossess and/or take immediate possession of Equipment in the name of and on behalf of Motor Carrier from whomsoever shall be in possession of such Equipment. The Power of Attorney shall terminate upon the return of all Equipment.

- Subsequent to exhausting all notices required under Section C.5. above, if Provider legally repossesses or retakes possession of the Equipment with property contained in, upon or attached to such Equipment, then Provider may take possession of such property and hold it in storage for the account and at the expense of Motor Carrier and, upon thirty (30) days prior written notice to Motor Carrier in accordance with Section G.14.b of the Agreement, dispose of such property in a commercially reasonable manner with no further liability or indemnity obligations to Motor Carrier or any third party. Motor Carrier expressly waives the benefits of any applicable laws, rules or regulations, now or hereinafter enacted, exempting any leased property from replevin, distraint, levy or sale in any legal proceeding taken by Provider to enforce any right under the UIIA or this Addendum.

D. Free Time.

There shall be no free time for Provider Equipment.

E. Per Diem.

- During the Interchange Period, Motor Carrier shall pay Provider, as a daily Usage charge, an amount per calendar day, or any part thereof, for each unit of Equipment, together with all additional charges and peak season rental charges herein, in addition, during the Interchange Period, Provider may charge, and Motor Carrier shall pay for each Unit of Equipment, as a peak season additional Per Diem Usage charge, an amount per calendar day, or any part thereof, for any Usage day that falls on or between the dates set forth in footnote 5 to the rate chart below, which shall be referred to as the additional daily peak season rental charge. Notwithstanding anything to the contrary set forth in the UIIA or this Addendum, Provider reserves the right to modify the Per Diem Usage charge, the additional daily peak season rental charge and the dates when Provider charges the additional daily peak season rental charge to Motor Carrier in accordance with IANA's standard rate change procedures.
- The Per Diem Usage charge and the additional daily peak season rental charge per day or fraction thereof shall be:

Market	Effective Date for Per Diem - Standard Equipment	Per Diem Rate* Standard Equipment <sup>1</sup>	Per Diem Rate* Special Equipment <sup>2</sup> Tier One	Per Diem Rate* Special Equipment <sup>2</sup> Tier Two	Minimum Usage Days <sup>3</sup>	Additional Daily Peak Season Rental <sup>4</sup>
			Effective Date 09/01/22	Effective Date 09/01/2022	Effective Date 09/01/2022	Effective Date 09/01/2022
<b>BAY AREA</b>						
Oakland General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$15.50
BACP - Bay Area Chassis Pool	12/19/21	\$33.00				
BN Pool - Burlington Northern Pool	12/19/21	\$33.00				
WCCP - West Coast Chassis Pool	12/19/21	\$33.00				
OLRZ - ONE Reefer Pool	12/19/21	\$33.00				
<b>GOUP</b>						
Volant   Houston   New Orleans   General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00	3	\$11.50
Mobile General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00	2	\$11.50
<b>MIDWEST</b>						
Chicago   Ohio Valley General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$14.00
ECPP - FlexiVan Central Chassis Pool	12/19/21	\$28.00				
Denver   Salt Lake City General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$15.00
DCCP - Denver Consolidated Chassis Pool	12/19/21	\$30.00				
Kansas City   St. Louis General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$13.50
MWCP - Midwest Chassis Pool	12/19/21	\$27.00				
<b>NORTHEAST</b>						
Pittsburgh General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$14.75
NSCP - Norfolk Southern Chassis Pool	12/19/21	\$29.50				
Philadelphia General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$14.88
PLCP - Pennsylvania Logistics Chassis Pool	12/19/21	\$29.75				
New York/New Jersey General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$16.00
Baltimore General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$14.00
Norfolk General & Non-Pool	04/20/22	\$35.00	\$45.00	\$60.00		\$11.58

(Flexi-Van Leasing, LLC Continued)

Provider, Motor Carrier, and/or any third party shippers, ocean carriers, or beneficial cargo owners, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum, including the payment of all charges herein and therein.

- Provider may issue to Motor Carrier, at such frequency as Provider may elect in its sole and absolute discretion, unique Equipment release numbers as a means to authenticate and facilitate an interchange for the benefit of a third party shipper, ocean carrier, or beneficial cargo owner. Any Equipment interchanged under such Equipment release numbers shall be subject to the UIIA and this Addendum. In the event of the suspension, termination or expiration of the UIIA or this Addendum, Provider will immediately cease issuing the Equipment release numbers to Motor Carrier.

G. Method of Dispute Resolution.

- Motor Carrier has thirty (30) days from the date of receipt of an invoice from Provider for Maintenance and Repair charges, fines and citations, or Per Diem charges to dispute the invoice, or any portion thereof. All disputes must be submitted in writing to Provider through its web portal at: <https://www.flexivan.com>. For technical assistance with submitting invoice disputes, Motor Carrier may contact Provider via email at [customer.support@flexivan.com](mailto:customer.support@flexivan.com). Disputes must be accompanied by an explanation of the invoice dispute and the supporting evidentiary documents applicable to such disputes, such as gate receipts, EIRs, service contract numbers, repair receipts, etc. Provider will undertake to reconcile invoice disputes within thirty (30) days from the date of the submission of the invoice dispute through Provider's web portal and Provider will either: (a) provide verification of the charges as invoiced; (b) credit Motor Carrier's account for any amounts not properly invoiced; or (c) request additional evidence, information and supporting documents from Motor Carrier. If Provider requires additional evidence, information and/or supporting documents from Motor Carrier, then only when Provider has received all requested additional information and supporting documents will Provider be required to undertake to reconcile the disputed items. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of the Agreement and this Addendum. Provider reserves its rights and remedies under the Agreement, this Addendum, applicable law and other sources to compel and collect payment of unpaid charges and any other amounts due and owing to Provider.

- Provider reserves the right to use a designated third-party billing vendor. Invoices received from Provider's designated third-party billing vendor may be disputed directly with the Provider or the third-party vendor. The method of dispute resolution shall remain in accordance with the process outlined in this Addendum.

- If the Motor Carrier fails to pay any invoices due under the terms of the Agreement and this Addendum within the due date for payment, Provider may, in addition to its rights in the Agreement and this Addendum, and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to interchange any Provider Equipment until Provider receives payment of outstanding amounts.

H. Maintenance and Repair.

- While Equipment is interchanged to Motor Carrier, ordinary maintenance and other service or repairs made to the Equipment as outlined in Exhibit B to the Agreement and required by ordinary use shall be:
  - Absorbed by the Motor Carrier when the cost thereof does not exceed \$50.00.
- When estimated costs thereof exceed \$50.00, advanced written authorization must be obtained from Provider prior to commencement of the required work. All authorized work must be billed to Provider within forty-five (45) days of completion. Provider will not pay for unauthorized work unless solely associated with normal Wear and Tear as defined in the Agreement. Provider shall reimburse Motor Carrier for approved work within thirty (30) days of receipt of a properly submitted invoice by Motor Carrier unless disputed by the Provider.
- All invoices for approved work must be accompanied by original vendor invoices, work description(s), and evidence Motor Carrier has paid the applicable vendor(s) in full.
  - Invoices must include alpha marks, Equipment number, date and location where repaired, and details concerning items repaired.
  - Materials or parts used in making repairs shall be of like or better quality, safety and type as the materials or parts used by the original manufacturer, its specifications or as directed by the Provider.
  - Repairs shall be charged at current market prices which shall be the invoice price of material plus commercial freight and reasonable and customary labor charges.
  - When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing time and labor costs.
- When repairs of Equipment are to be made under the provisions of Section H of this Addendum, (a) then Provider shall receive Per Diem charges as shown in Section E while the Equipment is out of service; or (b) if the Equipment is Destroyed, then the Per Diem charges will be charged in accordance with Section J.3 below.
- Improper repairs: Where Provider ascertains that wrong, incorrect, incomplete or unacceptable repairs have been made to the Equipment during Motor Carrier's interchange period or possession, Provider is entitled to receive from Motor Carrier the full cost of correcting the wrong, incorrect, incomplete or unacceptable repairs.

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(Flexi-Van Leasing, LLC Continued)

4. In the event Equipment is returned Damaged to the Provider, such Damage shall be noted on the EIR which shall be deemed to be notice to the Motor Carrier of such Damage. At Provider's option: (a) the Equipment may be repaired, and all costs associated with such repair shall be invoiced to the Motor Carrier; or (b) if Facility Operator work rules permit, the Equipment may be sent, at Motor Carrier's expense, to a repair facility chosen by the Motor Carrier to affect the required repair and all costs associated with such repair shall be invoiced to the Motor Carrier.
5. Motor Carrier shall return Equipment with its original tires, except for tires which may be replaced by Motor Carrier as a result of Damage, which shall be replaced with tires of like kind and quality in accordance with the provisions of Section H(6) below.
6. Equipment shall have tires and tubes of proper size at the time of Interchange. Thereafter, until Equipment is returned to Provider, repairs to tires and tubes shall be made at the expense of Motor Carrier. In the event of Damage to a tire or tube, Motor Carrier shall furnish replacement tires and tubes prior to return of such Equipment to Provider. Photographic evidence of the Damaged tire will be provided to the Provider in accordance with the terms of the UIA for the purpose of determining responsibility for the Damage as well as reimbursement of charges to the Motor Carrier, if applicable. If tires are Damaged outside of normal wear and tear, then Motor Carrier will: (a) replace the Damaged tire with a tire and tube of like size and quality; or (b) pay Provider the cost of replacing the Damaged tire with a tire and tube of like size and quality. If Motor Carrier does not replace the Damaged tire with a tire and tube of like size and quality or if Motor Carrier elects to pay Provider the cost of replacing the Damaged tire, then Motor Carrier shall pay Provider an amount equal to the value at the time of replacement of a tire and tube of like size and quality as the Damaged tire and Motor Carrier shall also pay Provider for the labor to replace such Damaged tire.

**I. Insurance.**

In addition to any other requirements under the Agreement, Motor Carrier shall have in effect and shall maintain for the full term of the Agreement the following insurance coverages:

1. General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00 USD) combined single loss (CSL) on the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
2. General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00 USD) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
3. Motor Truck Cargo Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per occurrence. In any case, the Motor Carrier's deductible shall not exceed \$5,000.00.
4. Trailer Interchange Insurance (physical damage to non-owned Equipment) for comprehensive all-risk coverage plus collision, with a limit of not less than an amount equal to the value of all Interchanged Equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD) per unit for Equipment other than special, and Forty-Five Thousand Dollars (\$45,000 USD) on specialty Equipment. The Motor Carrier's deductible shall not exceed \$1,000.00.
5. The Insurance obtained in accordance with the Agreement and this Addendum, specifically Automobile and General Liability, shall name Provider as an additional insured, as Provider's interests may appear, add Provider as a loss payee on its physical damage insurance policies and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy. Such insurance policies shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Motor Carrier on the Equipment.
6. Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.
7. If Motor Carrier is self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies of competent jurisdiction, then Motor Carrier must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by such regulatory agency.
8. The Provider will not accept insurance coverages that are underwritten by a risk retention group.

**J. Lost, Stolen or Destroyed Equipment.**

1. In the event Equipment is lost, stolen from or Destroyed by Motor Carrier, then Motor Carrier shall promptly provide email Notice to the Provider of any such incident at [customersupport@flexivan.com](mailto:customersupport@flexivan.com). Within thirty (30) days of Provider's receipt of such incident notice, Provider shall provide to Motor Carrier the settlement amount for such lost, stolen or Destroyed

(Flexi-Van Leasing, LLC Continued)

Equipment. The settlement amount shall be the depreciated replacement value as of the date of Provider's receipt of the incident notice for such lost, stolen or Destroyed Equipment. Motor Carrier shall pay Provider the settlement amount within thirty (30) days of Provider's provision of such settlement amount to Motor Carrier. Notwithstanding anything to the contrary set forth herein, Provider's failure to timely provide the settlement amount to Motor Carrier shall not be deemed to be a waiver of Provider's right to receive such settlement amount.

2. For all stolen Equipment, Motor Carrier shall make commercially reasonable efforts to attempt to promptly file a crime report with a Police department of competent jurisdiction. In addition to the provisions provided in the Agreement, the Motor Carrier shall furnish to the Provider all Police reports, insurance reports and any other materials and/or documents related to the incident as soon as the information is made available to the Motor Carrier, which shall be furnished via email to: [customersupport@flexivan.com](mailto:customersupport@flexivan.com).
3. Per Diem will continue to accrue up to the date that Provider receives the settlement amount of the lost, stolen or Destroyed Equipment. Notwithstanding the foregoing, upon the determination by Provider that such Equipment has been properly declared as lost, stolen from or Destroyed by Motor Carrier, then Provider will suspend the Per Diem charges for such Equipment as of the date that: (a) Motor Carrier provides an incident notice pertaining to such Equipment to Provider in accordance with Section J.1 above; or (b) Provider declares such Equipment to be lost in accordance with Section J.7 below.
4. Equipment shall at all times remain the property of the Provider despite receiving payment for the Equipment settlement value, unless the Provider specifically, in writing, agrees to relinquish its Equipment as part of an invoice settlement with the party paying the Equipment settlement value.
5. For all Destroyed Equipment, Provider shall within fifteen (15) days of receipt of notice from the Motor Carrier that the Equipment was Destroyed, provide the Motor Carrier with reasonable instructions for the disposition of the Destroyed Equipment. Any costs or expenses associated with Destroyed Equipment, including, but not limited to, towing, recovery, disposal and storage, shall be the sole cost and expense of Motor Carrier, payable to Provider upon demand therefor.
6. If the Equipment that has been reported lost or stolen is subsequently recovered by either the Provider or the Motor Carrier, then all applicable Per Diem charges will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment settlement value has been received, then a refund will be made to the Motor Carrier less any costs of recovery. Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
7. If Equipment is not returned to the Provider within sixty (60) days or more from the date of Interchange to the Motor Carrier, then Provider may request such Equipment be returned, and Motor Carrier shall return such Equipment, to Provider within ten (10) calendar days following any request of Provider. If Motor Carrier is unable to timely return such Equipment, then Motor Carrier shall notify Provider to request reasonable additional time to return Equipment, approval for which shall not be unreasonably withheld by Provider. If Motor Carrier is unable to return Equipment to Provider at the end of the applicable time period, then Provider may declare the Equipment to be lost and such Equipment shall then be subject to and otherwise handled in accordance with the Lost, Stolen or Destroyed Equipment provisions of the Agreement and this Addendum.
8. In the event that Motor Carrier falsely or fraudulently declares or attempts to declare, in bad faith, that Equipment is lost, stolen or Destroyed when such Equipment is not lost, stolen or Destroyed, as applicable, then Provider shall have no obligations to Motor Carrier under this Section J, including, but not limited to, accepting Motor Carrier's declaration that such Equipment is lost, stolen or Destroyed or accepting any payment of the settlement value of such Equipment, and, notwithstanding anything to the contrary set forth in the UIA or this Addendum, Provider may pursue all available remedies at law or in equity against Motor Carrier in relation to Motor Carrier's false or fraudulent declaration or attempted declaration.

**K. Credit Application**

As a condition of this Addendum becoming effective, Motor Carrier shall provide the following documents to IANA:

1. A completed credit application in the form supplied by Provider or IANA (Form 16A)
2. If requested by Provider, Motor Carrier shall provide an updated current credit application and financial statement.

Effective Date: October 1, 2018

Revised: September 1, 2022

Name Change: (Formerly American Intermodal Management LLC): September 15, 2020

APXEXB00367

00405

**Developed By:  
The Intermodal Interchange  
Executive Committee**

**Effective: May 1, 2020**

# **UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT (U I I A)**

**Administered By:**

**The Intermodal Association of North America  
11785 Beltsville Drive, Suite 1100  
Calverton, Maryland 20705-4049  
Phone: Toll-Free (877)438-UIIA (438-8442) or (301)474-8700  
Fax:(301)982-3414 or (301)982-5478 Website: [www.uiia.org](http://www.uiia.org)**

**APXEXB00368 00406**



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9. Severability: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not change or invalidate any other provisions hereof.
10. Survival: Cancellation of this Agreement notwithstanding, Motor Carrier shall remain obligated to return Equipment provided hereunder and otherwise perform its obligations outstanding at the time of cancellation.
11. Compliance with the Law: The Parties shall obey all applicable federal, state and local laws, rules and regulations including those pertaining to the transportation of hazardous material. **[Revised 08/26/13]**
12. Force Majeure: In the event the Motor Carrier is unable to Interchange Equipment to Provider within the free time as specified in Provider's Addendum, or Provider's applicable Tariff, as a result of Acts of God, war, insurrections, strikes, fire, flood or any like causes beyond the Motor Carrier's control, the Motor Carrier shall be exempted from the Per Diem charges to the extent of, and for the duration of, the condition that prevented the redelivery of the Equipment. **[Revised 09/13/04]**
13. Attorney's Fees: Should any action be brought by either Party to enforce or for the breach of any other terms, covenants or conditions of this Agreement, either Party shall be entitled, if it shall prevail, to recover reasonable attorneys' fees together with the cost of the suit therein incurred.
14. Notices:
  - a. The Provider agrees to provide ten (10) days written Notice to the Motor Carrier of any changes to the terms or conditions of its Agreement Addendum. The effective date of any change shall be no less than thirty (30) days from the date of notification to Motor Carrier. **[Revised 06/02/05]**
  - b. All Notices required under this Agreement shall be in writing and sent via e-mail properly addressed to the individual shown in the UIIA subscriber record. **[Revised 05/22/19]**
  - c. In the event it becomes necessary for the Provider to suspend a Motor Carrier's interchange privileges for non-payment of outstanding invoices, Provider shall notify Motor Carrier, via e-mail through IANA, no less than 3 business days prior to suspension, that unless the outstanding issue is resolved, suspension of interchange privileges may occur. The final notification shall include contact information necessary for the Motor Carrier to resolve the outstanding issue. **[Revised 01/20/20]**
    - (1) Notice of reinstatement of interchange privileges shall be submitted by the Provider to the Motor Carrier via e-mail through IANA. **[Added 01/20/20]**
15. Multiple Counterparts: The Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute, collectively, one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
16. Term: This Agreement shall be effective for a period of one year from its execution and shall continue in effect thereafter for consecutive one year terms unless cancelled in writing, by consent of the Parties, or by any Party upon thirty (30) days prior Notice to the other Party or to the President of IANA.

A Party whose participation in the Agreement has been cancelled for nonpayment of the IANA Administrative Service Fee may not assert any rights under this Agreement for any Interchange undertaken during the period of the cancellation.



GENSETPOOL INC.,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: ESSEX COUNTY
	:	
Plaintiff,	:	DOCKET NO.: ESX-L-3902-23
	:	
vs.	:	<u>Civil Action</u>
	:	
ZARIZ TRANSPORT INC.,	:	<b><u>CERTIFICATION OF COUNSEL IN</u></b>
	:	<b><u>SUPPORT OF APPLICATION FOR</u></b>
Defendant.	:	<b><u>DEFAULT JUDGMENT</u></b>
	:	

4. Defendant was to lease the subject trailers for a monthly fee consisting of trailer



cost, mounting charges, gate charges and fuel, pursuant to the terms of an agreement entered between the parties, however Defendant has failed to pay the amounts due under in connection with the Invoices, despite repeated communications with and promises to pay Plaintiff.

5. The Summons, Complaint, and Track Assignment Notice were served upon Defendant on or about July 10, 2023. A true and correct copy of the Affidavit of Service dated July 11, 2023 is attached as **Exhibit A**.

6. Defendant failed to file an Answer within thirty-five (35) days of service.

7. To date, Defendant has not moved with respect to the Complaint nor has its time to do so been extended.

8. On August 23, 2023, Plaintiff filed a request for default and default was entered against the Defendant on August 25, 2023

9. No previous application for the relief herein has been made.

10. Plaintiff respectfully requests that this Court enter a judgment of default in the amount of \$570,128.28, as alleged in the Complaint.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willingly false, I am subject to punishment.

DATED: August 29, 2023

**SANTOMASSIMO DAVIS LLP**  
Attorneys for Plaintiff

BY: /s/ Cara Ann Fialkoff  
Cara Ann Fialkoff

## **EXHIBIT A**

GENSETPOOL INC  
vs.  
ZARIZ TRANSPORT, INC

Plaintiff  
Defendant

Superior Court  
Division  
Essex County  
Docket Number: ESX L 3902 23

**Person to be served (Name & Address):**  
ZARIZ TRANSPORT INC C/O REGISTERED AGENT  
LORIUM PLLC  
197 S. FEDERAL HIGHWAY,  
STE 200  
BOCA RATON, FL 33433

## AFFIDAVIT OF SERVICE

(For Use by Private Service)

**Attorney:**  
CARAANN FIALKOFF

**Papers Served:** SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, EXHIBITS, DEMANDS, CERTIFICATIONS

### Service Data:

Served Successfully X Not Served \_\_\_\_\_ Date: 7/10/2023 Time: 4:40 pm Attempts: \_\_\_\_\_

\_\_\_\_\_ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

\_\_\_\_\_ Left a copy with a competent household member over 14 years of age residing therein

GREGORY MITCHELL C/O REGISTERED AGENT  
LORIUM PLLC

X Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

ATTORNEY

### Description of Person Accepting Service:

Sex: M Age: 50 Height: 5'10 Weight: 175 Skin Color: WHITE Hair Color: BALDING

### Unserved:

- ( ) Defendant is unknown at the address furnished by the attorney  
( ) All reasonable inquiries suggest defendant moved to an undetermined address  
( ) No such street in municipality  
( ) No response on: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_  
( ) Other: \_\_\_\_\_

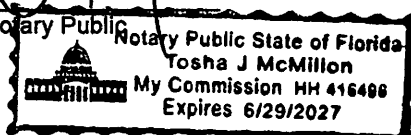
### Comments or Remarks:

### Server Data:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Subscribed and Sworn to before me on the 11th day of July, 2023 by the affiant who is personally known to me.

Signature of Notary Public



I, Jean L. Clemaud Jr. was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

Date

GUARANTEED SUBPOENA SERVICE, INC.  
2009 Morris Avenue, Suite 101  
Union, NJ 07083  
Our Job Serial Number: GTS-0000079775  
Ref. 20230626171823



APXEXB00375

00413



Santomassimo Davis LLP  
1 Gatehall Drive, Suite 100  
Parsippany, New Jersey 07054  
Telephone: (201) 712-1616  
Facsimile: (201) 712-9444  
Cara Ann Fialkoff, Esq. – 064562013  
Nicholas B. Santomassimo Esq. - 382532021  
[CFialkoff@ogcsolutions.com](mailto:CFialkoff@ogcsolutions.com) / [NSantomassimo@ogcsolutions.com](mailto:NSantomassimo@ogcsolutions.com)  
Attorneys for Plaintiff Genset Pool Inc.

GENSETPOOL INC.,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: ESSEX COUNTY
	:	
Plaintiff,	:	DOCKET NO.:
	:	
vs.	:	<u>Civil Action</u>
	:	
ZARIZ TRANSPORT INC.,	:	<b><u>COMPLAINT AND JURY DEMAND</u></b>
	:	
Defendant.	:	
	:	

Plaintiff GensetPool Inc. (“GensetPool” or “Plaintiff) by way of Complaint against Defendant Zariz Transport Inc. (“Defendant” or “Zariz”) states as follows:

## INTRODUCTION

1. This action arises from Zariz's breach of its obligations and duties to GensetPool in connection with the operation of a trucking and transportation operation.

## THE PARTIES

2. Plaintiff GensetPool is a New Jersey corporation with an office located at 1 Pennval Road, Woodbridge Township, New Jersey.



3. Upon information and belief, Defendant Zariz is a Florida corporation with an address located at 7601 North Federal Hwy, Boca Raton, Florida 33487.

### **FACTS COMMON TO ALL COUNTS**

4. GensetPool provides trailers and related equipment for the transportation of shipping containers via semi-truck. These trailers are used throughout various shipping ports in order to transport shipping containers both within the port locations, as well as to final delivery locations.

5. Zariz contacted GensetPool in order to facilitate the lease of this equipment for use in its transportation business.

6. On or about April 2022, Zariz contracted for the lease of certain transportation trailers from GensetPool for use in its trucking operations.

7. The parties entered into a written lease agreement on April 8, 2022 for the lease of underslung generator sets and chassis (“trailers”) attached hereto as **Exhibit A**.

8. As part of the Agreement, Zariz was to lease the subject trailers for a monthly fee consisting of trailer cost, mounting charges, gate charges and fuel, pursuant to the terms of the Agreement. *See Exhibit A*.

9. The parties entered into a written addendum, dated April 13, 2022, (the “April Lease Addendum”) for the lease of ten (10) additional chassis and related equipment for a period of 365 days. A copy of the April Lease Addendum is attached hereto as **Exhibit B**.

10. The parties entered into a written addendum, dated July 28, 2022, (the “July Lease Addendum”) for the lease of eighteen (18) additional chassis and related equipment for a period of 548 days. A copy of the July Lease Addendum is attached hereto as **Exhibit C**.

11. The parties entered into a written addendum, dated August 8, 2022, (the “August Lease Addendum”) for the lease of thirty-eight (38) additional chassis and related equipment for a period of 548 days. A copy of the August Lease Addendum (together with the April and July Lease Addendums as the “Addendums”) is attached hereto as **Exhibit D**.

12. In accordance with the Agreement and the Addendums, invoices were issued beginning on April 30, 2022, numbered 4434, 4505, 4659, 4682, 4542, 4734, 4743, 4831, 4906, 4781, 5054, 5124, 4982, 5213, 5266, 5314, 5220, 5407, 5514, 5563, 5662, 5728, 5868, 5876, 5883, 5898, 5942, 5949, 6050, 6170, 6243, 6497, 6541, 6654, 6742, 6952, 7059, 7224, 7317 (the “Invoices”). All Invoices are attached hereto as **Exhibit E**.

13. Defendant took delivery and began making monthly payments on or about April 12, 2022.

14. On or about October 6, 2022 Defendant failed to make monthly payments as required by the terms of the Agreement and Addendums.

15. Plaintiff notified Defendant on or about December 5, 2022 of its failure to remit monthly payments for the lease of the trailers.

16. After being notified, Defendant continued to operate the business, and continued to operate the trailers without remitting the monthly lease amounts as due.

17. Defendant has failed to pay the amounts due under in connection with the Invoices, despite repeated communications with and promises to pay Plaintiff.

18. While Defendant paid a total of \$82,081.68, there is still a significant amount due and owing to Plaintiff.

19. Per the terms of the Agreement and Addendums, Defendant owes \$335,507.71 encompassing the value of the Agreement and Addendums.

20. As per the Agreement and Addendum terms, Defendant is responsible for late payments at a rate of six (6%) percent, totaling \$27,090.92.

21. Defendant has retained control of Plaintiff trailers and related equipment, resulting in damages of \$91,522.00.

22. As of the date of this Complaint, Defendant currently owes \$570,128.28.

**COUNT I**  
**BREACH OF CONTRACT**

23. Plaintiff repeats and reiterates the allegations of the preceding enumerated paragraphs as set forth herein and at length.

24. The parties entered into an Agreement as well as several Addendums to lease certain trailers to Defendant, which were a valid, binding and enforceable contracts.

25. Plaintiff fully performed all of its obligations pursuant to the Agreement and the Addendums.

26. Defendant breached the Agreement and the Addendums by not remitting certain monthly lease amounts as required.

27. Defendant obtained the benefit of the bargain through use of the trailers and materials provided by Plaintiff, but failed to remit payment for amounts due.

28. As a direct and proximate result of Defendant's conduct, Plaintiff has and will continue to sustain damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant awarding incidental and consequential damages, loss of use damages, punitive damages, compensatory damages, injunctive relief, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, declaratory relief, and such further relief as the court deems proper and just.

**COUNT II**  
**BREACH OF COVENANTS OF GOOD FAITH AND FAIR DEALING**

29. Plaintiff repeats and reiterate the allegations of the preceding enumerated paragraphs as set forth herein and at length.

30. Defendant has breached the implied covenants of good faith and fair dealing owed to Plaintiff by virtue of its failure remit payment for amounts due under the Agreement and the Addendums.

31. Defendant has breached the implied covenants of good faith and fair dealing owed to Plaintiff by virtue of its failure remit payment for amounts due upon receipt of the Invoices sent by Plaintiff.

32. As a direct and proximate result of Defendant's conduct, Plaintiff has and will continue to sustain damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant awarding incidental and consequential damages, loss of use damages, punitive damages, compensatory damages, injunctive relief, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, declaratory relief, and such further relief as the court deems proper and just.

**COUNT III**  
**UNJUST ENRICHMENT**

33. Plaintiff repeats and reiterates the allegations of the preceding enumerated paragraphs as set forth herein and at length.

34. Defendant has improperly obtained economic and monetary benefits and has been unjustly enriched by failing remit payments for the leased trailers under the Agreement and the Addendums.



35. Defendant continues to operate its business, using Plaintiff equipment, while failing to pay for the equipment as agreed upon in the Agreement and the Addendums.

36. In addition, Plaintiff has been unable to receive a return of the equipment leased to Defendant.

37. Defendant has improperly obtained economic and monetary benefits and has been unjustly enriched by retaining control over Plaintiff's trailers and related equipment.

38. As a result, Plaintiff continues to suffer damages as a result of Defendant's nonpayment.

39. As a direct and proximate result of Defendant's conduct, Plaintiff has and will continue to sustain damages.

**WHEREFORE**, Plaintiff demands judgment against Defendant awarding incidental and consequential damages, loss of use damages, punitive damages, compensatory damages, injunctive relief, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, declaratory relief, and such further relief as the court deems proper and just.

**COUNT IV**  
**BOOK ACCOUNT**

40. Plaintiff repeats and reiterates the allegations of the preceding enumerated paragraphs as set forth herein and at length.

41. Defendant has not paid for certain billed invoices totaling an amount of \$116,007.65

42. Defendant has incurred late charges totaling \$27,090.92.

43. The cost of trailers and related equipment retained by Defendant totaled \$91,522.00.

44. Other amounts owed under the agreement total \$355,507.71.

45. The total book account between Plaintiff and Defendant totals an amount of \$570,128.28.

46. Correct copies of all invoices issued to Defendant are attached as **Exhibit E**.

**WHEREFORE**, Plaintiff demands judgment against Defendant awarding incidental and consequential damages, loss of use damages, punitive damages, compensatory damages, injunctive relief, statutory damages, rescission, pre-judgment interest, reasonable attorney's fees, disbursements and court costs, declaratory relief, and such further relief as the court deems proper and just.

**DEMAND FOR JURY**

Plaintiffs demand trial by jury pursuant to R. 4:35-1.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Cara Ann Fialkoff, Esq. hereby designated as trial counsel in the within action.

**CERTIFICATION PURSUANT TO R. 4:5-1**

Plaintiff by its attorneys, hereby certifies that the matter in controversy is not the subject of any other pending or contemplated judicial or arbitration proceeding. Plaintiff is not currently aware of any other party that should be joined in this action.

**CERTIFICATION PURSUANT TO RULE 1:38-7(b)**

The undersigned hereby certifies that confidential personal identifiers have been redacted from the documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

DATED: June 19, 2023

**SANTOMASSIMO DAVIS LLP**

Attorneys for Plaintiff

BY: /s/ Cara Ann Fialkoff  
Cara Ann Fialkoff

## **EXHIBIT A**



## **Genset Pool Inc**

### **LEASE AGREEMENT**

This lease Agreement (“Agreement”), dated (04/08/2022), is entered into by and between, **Zariz Transport 7601 North Federal Hwy Boca Raton, Florida 33487** (“Lessee”) And Genset Pool Inc, a Delaware company organized in, Woodbridge, NJ

#### **1) SCOPE OF AGREEMENT**

This Agreement covers the leasing of underslung generator sets and chassis, which are hereinafter referred to individually and collectively as UG, on the terms and conditions set forth below.

#### **2) TERM**

This Agreement shall be effective for 1 year from the date of on-hire and shall remain in effect until all equipment is returned.

#### **3) CHASSIS AND UNDERSLUNG GENSET SUPPLY PROVISIONS**

The lessor is supplying used Chassis & Genset units (underslung) out of its facilities located at TGP Depots as specified in Addendum “A” and will remain on-hire for daily usage.

- a) Execution by Lessor or its agent and Lessee or Lessee's agent of Lessor's Equipment Interchange Reports (“EIR”) with respect to each UG leased hereunder shall constitute conclusive proof of delivery of such UG to Lessee, of redelivery of such UC to Lessor, and of the physical condition of the UG at the time of each such interchange.
- b) In the event that any sales tax, stamp, transfer tax or customs duty (“Transfer Taxes”) becomes payable by reason or as a result of the purchase of the UG from the manufacturers by Lessor, Lessor shall be liable to pay any and all Transfer Taxes imposed on Lessor as a result of the purchase of the UG.

#### **4) CHASSIS AND UNDERSLUNG GENSET REDELIVERY PROVISIONS**

- a) Except as provided in sub-section (b) below, no UG leased hereunder may be redelivered to any Depot, except the Depot it was picked up from.
- b) UG may be redelivered to Depot’s locations or in numbers other than those shown, provided that such Depot locations, quantities, and applicable drop-off charges are mutually agreed upon in writing by Lessor and Lessee before redelivery of any such UG.

#### **5) RENTAL CHARGES**

During the term of this Agreement, Lessee shall pay to Lessor daily rental charges see addendum “A” for rate. Lessee agrees to pay daily rental charges for all UG covered under this Agreement from their respective dates of on-hire through the later of their respective dates of off-hire pursuant to the terms of this Agreement.

Payments overdue will be subject to a service charge equal to the lesser of 2% per month or the highest legal rate. In addition to the payment of rentals, Lessee will pay or reimburse

TGP for any and all sales and use taxes, value added taxes, personal property taxes, tolls or other direct taxes levied against or based upon the use, storage, operation, or possession by Lessee of the Equipment leased hereunder or levied.

Against or based upon the amount of rentals paid or to be paid hereunder, or any other taxes or fines levied against or based upon this Lease.

#### **6) HANDLING CHARGES/FUEL CHARGES**

For TIR in gate, TIR out gate, fueling per fill and fuel cost see Addendum "A".

#### **7) LEASING PROCEDURE**

By execution of each EIR with respect to each item of equipment delivered to Lessee under this Agreement, Lessee conclusively acknowledges receipt thereof in such condition as set forth on the respective EIR. Lessee agrees to return such equipment to Lessor in as good condition as received from Lessor, normal wear and deterioration accepted, and to execute Lessor's EIR upon redelivery to Lessor identifying and acknowledging any changes in the condition of the equipment while on lease to Lessee. Any changes in the equipment which could have been prevented by normal maintenance shall not constitute normal wear and deterioration and shall be deemed to be damaged.

#### **8) INVOICING PROCEDURE**

- a) Charges for all UG leased by Lessee under this Agreement will be invoiced monthly in US dollars and invoices will be E-mailed in PDF.
- b) Lessee agrees to pay all lessor invoices in full within 30 days of invoice date. If any items on the invoices are disputed, Lessee will forward a list and explanation of the disputed items to Lessor's New Jersey office with payment in full. In turn, Lessor will undertake to reconcile these disputes within 45 days of receipt by either issuing credit or providing verification of correct billing or combination thereof. So long as Lessor acknowledges the dispute and is attempting in good faith to reconcile the disputed items, Lessee agrees not to withhold any money due Lessor which relates to such disputed items.

#### **9) MAINTENANCE**

Lessee shall at its own expense at all times maintain each UG in good, safe and efficient working order and keep it fully and properly repaired. The Genset Pool will monitor and assist any mechanical problems but will only do repairs at one of its facilities. The motor carrier can drop the non-working unit as specified in this agreement and take a new chassis as replacement. In the event chassis and or Genset is damaged after being interchanged to Motor Carrier. Motor Carrier will be responsible for damage to IICL standards.

#### **10) DAMAGE PROCEDURE**

- a) Upon redelivery of a UG to Lessor's authorized depot, if Lessor's EIR, executed by Lessor (or Lessor's local agent) and Lessee (or Lessee's local agent), shows the UG to be in damaged condition, the following procedure will apply: If the UG is found to be damaged, as defined by the UG Lessor's IICL prevailing at the time of redelivery. Lessor or its authorized depot will issue a repair estimate to the Lessee.

Lessee shall have 5 working days from the date of redelivery (the "Authorization Period") to authorize the depot to proceed with said repairs as shown on the repair estimate for Lessee's account. If authorization is received within the Authorization Period, the UG shall be retroactively off hired on its redelivery date. If authorization is not received within the Authorization Period, Lessor reserves the right to continue daily rental charges through the date upon which the depot receives authorization to proceed with repairs as estimated for the Lessee's account. Lessee or its local agent agrees to pay all repair charges as billed by Lessor or its authorized depot within 30 days of the date of the invoice therefor.

## 11) USE OF EQUIPMENT

Lessee will not make or permit any unlawful use or handling of Equipment. Lessee will comply with all loading limitations prescribed by the manufacturer of Equipment and will prevent excessive impact and concentrated loads.

Lessee will not, without TGP's prior written consent, make or permit any changes, alterations, or improvements in or to the Equipment or remove from thier place any parts, accessories or attachments. Equipment returned with parts, accessories or attachments missing will continue to be considered as rented Equipment until the missing items are returned, or replacement cost is paid or if changes were made to Equipment until the Equipment has been restored to its condition at the time of receipt by Lessee. Lessee will maintain records showing the location of Equipment and will, upon TGP's request, promptly advise TGP in writing of the location of Equipment. Lessee shall not, without TGP's prior written consent, sublease the Equipment or assign or encumber this Lease or any interest therein, in whole or in part, or encumber the Equipment in any manner.

## 12) TOTAL LOSS

- a) In the event a UG is lost, stolen, destroyed, or damaged beyond structural or economic repair so as to be rendered incapable of return to Lessor (an "Actual Total Loss"), Lessee shall give notice in writing to Lessor of such Actual Total Loss specifying the UG number and providing proof of loss satisfactory to Lessor. Provided Lessee is in compliance with its obligations under this Agreement at the time notice of Actual Total Loss is received by Lessor, Lessor shall thereupon issue an invoice to Lessee for the Depreciated Casualty Value ("DCV") (as set forth in Subsection 11c) of the Actual Total Loss UG. Provided that payment of the DCV is made to Lessor within 45 days of the invoice date, daily rental charges will retroactively terminate on the date of Lessor's receipt of such written notice. If payment is not received as aforesaid, daily rental charges shall continue to accrue until payment of the DCV is received by Lessor. Upon receipt of such payment accompanied by an appropriate request by Lessee, title to the Actual Total Loss UG maybe be transferred to Lessee. Any taxes, duties or charges which become payable by virtue of the transfer of title to Lessee shall be for Lessee's account.
- b) If Lessee has redelivered a UG to Lessor, and Lessee has received a damage estimate in accordance with Section 10, Lessee may, within the Authorization Period,

authorize repairs in accordance with the estimate or request that Lessor supply details of the DCV for such UC. Lessor will furnish the DCV for such UC, and Lessee shall have the option to pay either the estimated damages or the DCV. If Lessee elects the latter, Lessee shall give notice to Lessor of its election to declare Constructive Total Loss within 7 calendar days of receipt of the details of the DCV and Lessor will issue an invoice for the DCV of such Constructive Total Loss UC. Provided that payment of the DCV is received by Lessor within 30 days of the date of invoice therefor, daily rental charges shall terminate on the date of redelivery of the Constructive Total Loss UC. If payment is not received as aforesaid, daily rental charges shall continue to accrue until payment is received by Lessor. Unless otherwise elected by Lessor, title to the Constructive Total Loss UC will remain with Lessor.

- c) In calculating the DCV, the Casualty Value of US\$17,200.00 for genset \$22,000 for chassis. The UC is depreciated down to a value not less than 60% of the Casualty Value. The depreciation is calculated on a straight-line basis using a 15-year life span for the Genset with a 42% residual value.
- d) Notwithstanding the provisions of Subsections 12a and b, if Lessee is in default of its obligations under this Agreement, unless and until such default(s) has/have been cured in a timely manner or has/have been waived in writing by Lessor, Lessee shall be obligated to Lessor for the full Casualty Value of all Actual Total Loss UC under Subsection 12a, and shall be liable to Lessor, in Lessee's option, for either estimated repair costs or full Casualty Value of Constructive Total Loss of UC under Subsection 12b.

### 13) INSURANCE

- a) Without prejudice to any other obligations of Lessee under this Agreement, Lessee shall, at its own expense, obtain and continuously maintain in effect while any UC remain on lease to Lessee, insurance policies adequately ensuring the UC against all risks of loss or damage, cargo damage and liability to third parties providing, at a minimum, the following coverages or the equivalent thereof: and a member of UIIA in good standing that is flaged by TGP.
  - (i) All risks of loss or damage as per Institute UG Clauses -- Time (All Risks) with an insured amount equivalent to the Casualty Value of all UC leased hereunder, subject to a deductible not exceeding US\$1,000.00 each and every accident and/or series of accidents and/or each and every occurrence and/or series of occurrences;
  - (ii) Risks of War and Strikes as per Institute War and Strike Clauses.
  - (iii) Comprehensive General Liability insurance, including cargo liability, insuring against bodily injury and property damage, with a minimum combined limit of liability of US\$1,000,000.00 for each and every accident and/or series of accidents and/or each and every occurrence and/or series of occurrences.
- b) The insurance policies required hereunder shall be issued to Lessee and Lessor shall be named as Additional Insured and Direct Loss Payee as its interests may appear.



Insurance certificates evidencing the foregoing coverages shall be furnished to Lessor by brokers or underwriters reasonably acceptable to Lessor prior to the delivery of any UG to Lessee pursuant to this Agreement.

- c) All policies to be provided by Lessee hereunder shall provide that Lessor may, but is not obligated to, pay the premiums thereof if Lessee fails to do so in a timely manner so as to keep the required coverages in effect without interruption. Should Lessee default in its obligations to provide uninterrupted insurance coverages pursuant to this section for any reason, Lessor may, but is not obligated to, procure the required coverages on Lessee's behalf. Should Lessor pay premiums under Lessee's policies or procure alternative coverage for Lessee as aforesaid, all sums expended by Lessor in so doing, including reasonable administrative costs incurred by Lessor, shall constitute rent under this Agreement and shall immediately be and become due and payable by Lessee.

#### **14) EXCLUSION OF WARRANTIES AND INDEMNITY**

- a) EXCEPT FOR FITNESS FOR A PARTICULAR PURPOSE AND QUIET USE AND POSSESSION, LESSOR IS MAKING NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND IN RELATION TO THE GENSETS WHILE THIS AGREEMENT REMAINS IN EFFECT. LESSOR SHALL ASSIGN TO LESSEE, TO THE EXTENT ASSIGNABLE, ALL RIGHTS UNDER ANY CONTINUING EXPRESSED OR IMPLIED WARRANTIES OF THE MANUFACTURERS OF ANY GENSET COVERED HEREUNDER WHILE SUCH GENSETS ARE ON LEASE TO LESSEE. TO THE EXTENT SUCH WARRANTY RIGHTS ARE NOT BY THEIR TERMS ASSIGNABLE, LESSOR SHALL MAKE THE BENEFITS OF ANY SUCH CONTINUING WARRANTIES AVAILABLE TO LESSEE WITH RESPECT TO THE GENSETS ON LEASE HEREUNDER FROM TIME TO TIME.
- b) Lessee shall indemnify and hold Lessor harmless from all liability, damage, cost or expense, including, without limitation, expenses in prosecuting or defending any claim or suit such as attorney's fees, court costs and other expenses arising out of (i) any failure of Lessee to comply with its obligations under this Agreement; or (ii) any claim, whether private or governmental, for personal injury or death, or for loss of or damage to person, property, cargo or vessels arising out of or incident to the ownership, selection, possession, leasing, operation, control, use, storage, loading, unloading, moving, maintenance, delivery, decontamination or return of the UC, and (iii) the UC and any forfeiture, seizure, or impounding of, or charge or lien on the UC thereon, and any loss thereof or damage thereto (including damage to the UC directly or indirectly caused by inappropriate decontamination of the UC radiation from nuclear fuel or nuclear waste before redelivery to Lessor), provided in both cases (ii) and (iii) that the facts giving rise to such claim occurred while the UC were on-hired to Lessee. Lessor agrees to indemnify and hold Lessee harmless, without limitation, expenses for prosecuting or defending any claim or suit, such as attorney's fees, costs and expenses arising out of Lessor's intentional or negligent misconduct or failure to comply with its obligations under this Agreement. Each party undertakes promptly to give notice to the other of claims against it or action against it with

respect thereto, and neither party shall settle any action without the consent of the other party.

Lessee has been duly incorporated and organized under the laws of Delaware and has full power and capacity to execute and deliver this Agreement and to consummate the transaction contemplated herein. The execution and delivery of this Agreement have been duly and validly authorized by the Lessee, and no other proceedings or approvals on the part of the Lessee are necessary to authorize this Agreement. The consummation of the lease transaction hereunder will not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the organizational documents of the Lessee, or any term of any agreement or other instrument to which the Lessee is a party or by which its assets may be bound. Upon Lessor's receipt and execution of said originals, the Agreement shall constitute a binding agreement between Lessor and Lessee, and one fully executed original will be returned to Lessee for its records.

#### **15. NONCOMPLIANCE WITH CARB**

The Gensets do not comply with rules and regulations of the California Air Resources Board. Thus, the Gensets may not be operated in California (U.S.A.) at any time. Lessee acknowledges this and agrees not to operate the Gensets in California (U.S.A.). Any penalties related to operation of the Gensets in California (U.S.A.) will be for Lessee's account.

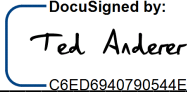
#### **16. TERMINATION**

Unless otherwise agreed in writing, Genset Pool may terminate this Lease due to lack of payment as stipulated above by serving 30 days' written notice on the other party at the address written above. In the event of termination, Lessee will return all Equipment to mutually agreed upon TGP depots or absent such agreement, to the places designated by TGP. Lessee will pay to TGP the agreed rental for Equipment, and all other conditions of this Lease will continue in effect, until all Equipment has been returned to and accepted by TGP. Such termination will not, however, relieve Lessee from any liabilities and obligations incurred under this Lease prior to such return. This right of termination, however, will not apply to any Equipment which Lessee has received pursuant to a written agreement or addendum to this Lease which obligates Lessee to pay rental for a stated period of time, or (ii) which contains a stated term. Except as expressly provided for in this Lease, the terms, covenants, conditions, and other provisions of this Lease may be changed, amended, or modified only by a written instrument that specifically purports to do so and is signed by both parties.

**Zariz Transport**

**7601 North Federal Hwy**

**Boca Raton, Florida 33487**

By:  C6ED6940790544E...

Name: Ted Anderer

Title: CFO

561-9262730

Ph

EIN number 83-1284696

SCAC Number ZRZP

**Genset Pool Inc**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **"Addendum A"**

Amendment dated 4/08/2022 to lease Zariz Transport ten (10) chassis with underslung genset units for a minimum of 365-day term lease agreement" dated April 8, 2022, between the Genset Pool Inc. (TGP) and Zariz Transport. The parties agree as follows.

### **Locations Include:**

#### **1. Garden City, Georgia**

487 Bourne avenue, Garden City, GA 31408

Mon – Fri (closed Sat & Sun)

**Office:** 8:00 am – 5:00 pm EST

**Pick up:** 7:00 AM to 4:00 PM Monday through Friday

**Drop off:** 7:00 AM to 4:30 PM Monday through Friday

### **Rates:**

**Long Term Lease** -\$32.56 per unit per day.

Gate in \$19.85

Gate out \$19.85

Fueling Charge \$20.00 per fill plus amount of fuel replaced at current cost of fuel. All gensets leave full.

All maintenance and roadside assistance to chassis and genset included. Damage will be repaired and rebilled to lessee.



**Terms:**

Long Term Lease is minimum 365 days

Billing for charges is monthly

Payment terms are 30 days

Gate fees are waived when dropping and swapping units for repair

**Equipment:**

New or newly refurbished Genset & Chassis

Radial Tires, LED lights & ABS Brakes

ZARIZ TRANSPORT

By: DocuSigned by:  
Ted Anderer  
C8ED6940790544E...

Name: Ted Anderer

Title: CFO

## **EXHIBIT B**



## **“Addendum A-2”**

Amendment dated 4/13/2022 to lease Zariz Transport ten (10) chassis with underslung genset units for a minimum of 365-day term lease agreement” dated April 8, 2022, between the Genset Pool Inc. (TGP) and Zariz Transport. The parties agree as follows.

### **Locations Include:**

#### **1. Port Newark, New Jersey**

88 Marsh street yard one, Newark, NJ 07114

Mon – Fri (closed Sat & Sun)

**Office:** 7:00 am – 5:00 pm EST

**Pick up:** 7:00 AM to 4:00 PM Monday through Friday

**Drop off:** 6:00 AM to 4:00 PM Monday through Friday

### **Rates:**

**Long Term Lease** -\$32.56 per unit per day.

Gate in \$19.75

Gate out \$19.75

Fueling Charge \$20.00 per fill plus amount of fuel replaced at current cost of fuel. All gensets leave full.

All maintenance and roadside assistance to chassis and genset included. Damage will be repaired and rebilled to lessee.

**Terms:**

Long Term Lease is minimum 365 days

Billing for charges is monthly

Payment terms are 30 days

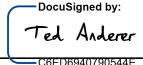
Gate fees are waived when dropping and swapping units for repair

**Equipment:**

New or newly refurbished Genset & Chassis

Radial Tires, LED lights & ABS Brakes

ZARIZ TRANSPORT

By:   
C6ED8940790544E...  
Name: Ted Anderer  
Title: CFO



## **EXHIBIT C**



### **“Addendum A-2”**

Amendment dated 7/28/2022 to lease Zariz Transport EIGHTEEN (18) underslung genset units for a minimum of 548-day term lease agreement” dated April 8, 2022, between the Genset Pool Inc. (TGP) and Zariz Transport. The parties agree as follows.

#### **Locations Include:**

**Port Newark, New Jersey**

#### **Rates:**

**Long Term Lease** -\$14.21 per unit per day.

Mounting & Grounding Charge: \$50.00/unit

Gate in \$19.75

Gate out \$19.75

Fueling Charge \$20.00 per fill plus amount of fuel replaced at current cost of fuel. All gensets leave full.

If the unit returns to the depot for anything other than maintenance the gate fees will apply.

All maintenance and roadside assistance to gensets included. Damage will be repaired and rebilled to lessee.

**Terms:**

Long Term Lease is minimum 548 days

Billing for charges is monthly in advance.

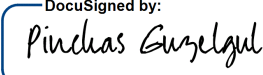
Payment terms are 30 days

Gate fees are waived when dropping and swapping units for repair

**Equipment:**

Underslung Gensets

**ZARIZ TRANSPORT**  
**7601 North Federal Hwy**  
**Boca Raton, Florida 33487**

By:   
6281CD2B93F243C...  
Name: Pinchas Guzelgul  
Title: COO

## **EXHIBIT D**